

**AGENDA**  
**CITY COUNCIL**  
**Tuesday, July 13, 2021**  
**9:00 AM**

The regular meeting of the City Council will be held on July 13, 2021 at 9:00 AM in the City Council Chambers  
455 N. Main Street, Wichita, KS 67202.

**OPENING OF REGULAR MEETING**

**Call to Order**

**Invocation and Pledge of Allegiance**

**Approve the minutes of regular meeting on July 6, 2021**

**Proclamation:**

Christmas in July Awareness Month

**Award:**

MiniMPA 2021 Graduates

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda.

Rules of decorum as provided in this code will be observed.

1. George Theoharis - Public safety.
2. Bonnie Biddle - Liberty Way and Andrew Finch.

3. Rebecca Jenek - Non-discrimination ordinance
4. Joseph Shepard - Non-discrimination ordinance.
5. Rhonda Cox - Non-discrimination ordinance.

## **II. CONSENT AGENDA ITEMS 1 THROUGH 13**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.

## **COUNCIL BUSINESS**

### **III. BOARD OF BIDS AND CONTRACTS**

1. Report of Board of Bids and Contracts and WAA Report of Board of Bids and Contracts dated July 12, 2021.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

[07-12-2021 Board of Bids.pdf](#)

[07-12-2021 Board of Bids WAA.pdf](#)

### **IV. PETITIONS FOR PUBLIC IMPROVEMENTS**

1. Petitions for Public Improvements.

RECOMMENDED ACTION: Approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

[PFPI 7-13-21.docx](#)

[Dugan W Kellogg Commercial 3rd Addn.pdf](#)

[Resolution 21-259 021543.docx](#)

[Resolution 21-260 021546.docx](#)

[Resolution 21-261 085734.docx](#)

[Resolution 21-262 085735.docx](#)

[Dugan W Kellogg Commercial 2nd & 3rd Addns.pdf](#)

[Resolution 21-263 025955.docx](#)

[Resolution 21-264 025956.docx](#)

[Resolution 21-265 085482.docx](#)

[Resolution 21-266 085643.docx](#)

[Resolution 21-267 085644.docx](#)  
[Resolution 21-268 025952.docx](#)  
[Schulte-Johnson 2nd Addn.pdf](#)  
[Resolution 21-269 085545.docx](#)  
[Resolution 21-270 085633.docx](#)  
[Resolution 21-271 085736.docx](#)

**V. UNFINISHED COUNCIL BUSINESS - NONE**

**VI. NEW COUNCIL BUSINESS - NONE**

**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**VII. NON-CONSENT PLANNING AGENDA - NONE**

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Housing Member is also seated with the City Council.

**VIII. NON-CONSENT HOUSING AGENDA - NONE**

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**IX. NON-CONSENT AIRPORT AGENDA - NONE**

**COUNCIL AGENDA**

**X. COUNCIL MEMBER AGENDA - NONE**

**XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

## **Adjournment**

### **ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 13**

#### **II. CITY COUNCIL CONSENT AGENDA ITEMS**

##### **1. Applications for Licenses for Cereal Malt Beverages:**

- a. Applications for Licenses to Retail Cereal Malt Beverages:

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.  
[CMBs for July 13, 2021.docx](#)

##### **2. Preliminary Estimates:**

- b. Preliminary Estimate for paving to serve 13th Street North, west of Ridge Road.

RECOMMENDED ACTION: Receive and file.  
[PE Template NTBA 13th St N west of Ridge Rd Paving.doc](#)  
[NTBA PE 13th Street North west of Ridge Rd Cover Sheet](#)

##### **3. Design Services Agreements:**

- a. Design Services Agreement for Abilene Place Addition Phases 1 and 2. (District IV)

RECOMMENDED ACTION: Approve the design agreement and authorize the necessary signatures.  
[Agenda Report No. II-3a.docx](#)  
[Agreement.pdf](#)

- b. Supplemental Design Agreement No. 1 for Improvements to Cheryl's Hollow 2nd Addition Phases 3 and 4. (District V)

RECOMMENDED ACTION: Approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.  
[Agenda Report No. II-3b.docx](#)  
[Agreement.pdf](#)

- c. Supplemental Design Agreement No. 2 for Improvements to R.F. Addition Phase 2. (District II)

RECOMMENDED ACTION: Approve Supplemental Design Agreement No. 2 and



authorize the necessary signatures.  
[Agenda Report No. II-3c.docx](#)  
[Agreement.pdf](#)

**Uncategorized Items:**

4. Central Standard Brewing's Anniversary Party - Community Event with Alcohol Consumption. (District I)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during Central Standard Brewing's Anniversary Party, August 28-29, 2021.

[Agenda Report No. II-4.docx](#)  
[Event Site Plan - 8.28.21.pdf](#)  
[Event Site Plan - 8.29.21.pdf](#)  
[Resolution 21-258](#)

5. Community Events – Blessed Sacrament's Oktoberfest. (District II)

RECOMMENDED ACTION: Approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

[Agenda Report No. II-5.docx](#)

6. Community Events – Wichita Wagonmasters Chili Cookoff. (Districts I and VI)

RECOMMENDED ACTION: Approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator..

[Agenda Report No. II-6.docx](#)

7. Emergency Connectivity Fund Program.

RECOMMENDED ACTION: Approve the Emergency Connectivity Fund Program application and any award.

[Agenda Report No. II-7.docx](#)

8. Sale of City-owned Property at 1100 North Mosley. (District VI)

RECOMMENDED ACTION: Approve the Real Estate Purchase Agreement and authorize the necessary signatures.

[Agenda Report No. II-8.doc](#)  
[Contract 1100 Mosley.pdf](#)

9. Amendment to CARES Act Funding Agreement; Center of Hope, Inc.

RECOMMENDED ACTION: Approve the contract amendment allowing for additional time to expend funding, and authorize the necessary signatures.

[Agenda Report No. II-9.docx](#)  
[Center of Hope-ESG CARES Contract Amendment 7-13-2021.docx](#)

10. June 2021 Monthly Report for City Council.

RECOMMENDED ACTION: Receive and File.  
[June 2021 Monthly Report for City Council.pdf](#)

**11. Second Reading Ordinances:**

- a. Second Reading Ordinances (first read July 6, 2021)

RECOMMENDED ACTION: Adopt the ordinances.  
[List of Second Reading Ordinances 07-13-2021.docx](#)

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

12. SUB2021-00003 -- Plat of Dugan West Kellogg Commercial 3rd Addition Located on the South Side of West Kellogg Drive, One-Quarter Mile East of South 135th Street West. (District IV)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

[Agenda Report No. II-12.docx](#)  
[Supporting Documents](#)

13. SUB2019-00058 -- Plat of EPC Real Estate Group, LLC 2nd Addition Located 350 Feet North of West Douglas Avenue, 400 Feet West of North McLean Boulevard. (District VI)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

[Agenda Report No. II-13.docx](#)

[Supporting Documents](#)

**II. CONSENT HOUSING AGENDA ITEMS - NONE**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Housing Member is also seated with the City Council.

**II. CONSENT AIRPORT AGENDA ITEMS - NONE**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Wichita, Kansas  
July 12, 2021  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

# MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Cheryl Busada, Debt Manager, Finance, representing the Director of Finance, Trinh Bui, Principal Budget Analyst, Budget Office, Hannah Lang, Senior Buyer, representing Purchasing, Carter Craig, Fellow, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated June 21, 2021 were read and on motion approved.

Bids were opened June 18, 2021, June 25, 2021 July 2, 2021 and July 9, 2021 pursuant to advertisements published on:

**Storm Water Drain #481 to serve Willow Creek East 3rd Addition (south of Harry, east of Greenwich) (458-2021-085480/E1041/47308621) Traffic to be maintained during construction using flagpersons and barricades. (District II)**

Dondlinger & Sons Construction Co., Inc. - \$331,107.30

**13th Street North between Tyler Road and Country Acres Avenue (13th Street North, west of Ridge) (472-2020-085654/E1006/40105821) Traffic to be maintained during construction using flagpersons and barricades. (District V)**

Pearson Construction, LLC - \$315,828.70

**Traffic Signal Improvements, Douglas Avenue from McLean Blvd to Hydraulic Avenue (Douglas Ave, McLean Blvd to Hydraulic Ave) (472-2021-085709/E5055/40100515) Traffic to be maintained during construction using flagpersons and barricades. (District I,VI)**

Phillips Southern Electric Co., Inc. - \$779,867.60

**Bedford and Mount Vernon from the north line of Lot 2, Block A, south and east to the east line of Lot 16, Block C, including the eyebrow; and on Stephanie (Lots 10 through 18, Block D, and Lots 1 thorough 9, Block E) from the south line of Funston, south to the north line of Mount Vernon; and on Skinner from the west line of Bedford to the west line of the plat to serve Willow Creek East 3rd Addition, Ph 2 (south of Harry, east of Greenwich) (472-85507/E9123/47462319) Traffic to be maintained during construction using flagpersons and barricades. (District II)**

Conspec Inc. dba Kansas Paving - \$284,606.15

Purchasing Manager recommended that the contracts be approved as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be approved as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: Four Wheel Drive  
Articulated 3.5 Yard Wheel Loader.**

Central Power Systems & Services, LLC - \$180,237.43 Base Bid  
\$7,608.91 Option 1 Add  
\$0.00 Option 4 Included  
\$0.00 Option 5 Included  
\$0.00 Option 8 Included  
\$187,846.34 Aggregate Total

**PUBLIC WORKS & UTILITIES DEPARTMENT/WATER PRODUCTION DIVISION:  
Groundwater Monitoring Well Sampling for Wellfield.**

Integrated Solutions, Inc. \* - \$29,483.00  
\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION:  
Waterworks Supplies.**

Wichita Winwater Works - \$82,358.00 Group 1  
\$22,042.00 Group 2  
\$27,641.00 Group 3  
\$18,941.00 Group 4  
\$65,125.00 Group 5  
\$435,085.00 Group 6

Sunrise Oilfield Supply, LLC \* - \$4,954.22 Group 7  
\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: Self-Propelled Tricycle Type  
Street Sweepers.**

Berry Companies - \$439,860.00 Base Bid  
\$11,960.00 Option 1 Add  
\$15,600.00 Option 2 Add  
\$0.00 Option 3 Included  
\$0.00 Option 5 Included  
\$0.00 Option 6 Included  
\$0.00 Option 7 Included  
\$18,750.00 Option 11  
\$486,170.00 Aggregate Total

**PUBLIC WORKS & UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Joint & Crack  
Sealant.**

McConnell & Associates Corp. \* - \$111,200.00  
\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Hauling – Salt.**

Pearson Construction, LLC \* - \$116,175.00  
\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FACILITIES DIVISION: Roof Replacement at Kansas Aviation Museum Phase 2.**

Jr & Company Roofing Contractors - \$751,982.00 Base Bid  
\$7,822.00 Add Alternate 1

**PUBLIC WORKS & UTILITIES DEPARTMENT/FACILITIES DIVISION: Parking Garage Repair – Gander Mountain.**

John Rohrer Contracting Co., Inc. - \$24,890.00 Base Bid  
\$6.25 Add Alternate 1  
\$6.25 Add Alternate 3  
\$9.80 Add Alternate 4  
\$1,980.00 Add Alternate 5  
\$420.00 Add Alternate 6

**FIRE DEPARTMENT/OPERATIONS DIVISION: Wildland Fire Equipment.**

S & H Acquisition, LLC - \$54,636.05

**PUBLIC WORKS & UTILITIES DEPARTMENT/SEWER TREATMENT DIVISION: High Speed Air Foil Multi-Core Turbo Blower.**

Aerzen USA Corp. - \$150,000.00 Group 1 Base Bid

**VARIOUS DEPARTMENTS, BOARDS & AGENCIES: Elevator Maintenance.**

Kone Inc. \* - \$121,140.00 Base Bid  
\$204.87 Option 1 Add  
\$348.28 Option 2 Add  
\$409.75 Option 3 Add  
\$378.86 Option 4 Add  
\$644.06 Option 5 Add  
\$757.73 Option 6 Add

\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FACILITIES MAINTENANCE DIVISION: Filters – Air Conditioning and Furnace.**

Tri-Dim Filter Corporation \* - \$49,109.25  
\* See Exhibit B for Itemized Pricing in the Formal Bid Report.

**PUBLIC WORKS & UTILITIES DEPARTMENT/ENVIRONMENTAL HEALTH DIVISION: Mattress & Box Spring Recycling.**

Defer to July 19, 2021.

**IT/IS DEPARTMENT: Cisco Smart Net Renewal.**

ConvergeOne \* - 216,406.90  
\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (g)

**IT/IS DEPARTMENT: Adashi Alert and Rollcall.**

Adashi Systems, LLC \* - \$78,360.00

\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (g)

**IT/IS DEPARTMENT: Granicus Platform Renewal.**

Granicus, LLC \* - \$77,069.93

\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (g)

**PUBLIC WORKS & UTILITIES DEPARTMENT/WATER PRODUCTION: Copper Anodes.**

ONG Consulting, LLC \* - \$74,608.21

\*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (b)

**IT/IS DEPARTMENT: Microsoft EA Renewal.**

SHI International \* - \$778,334.63

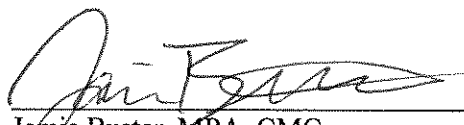
\*Purchases Utilizing Sole Source of Supply Ordinance 38-122 Section 2.64.020 (j)

Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

\_\_\_\_\_  
Marty Strayer, Administrative Assistant  
Department of Public Works & Utilities

  
\_\_\_\_\_  
Jamie Buster, MPA, CMC  
Deputy City Clerk



**FORMAL BID REPORT****EXHIBIT A****TO:** Robert Layton, City Manager**DATE:** July 12, 2021**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****July 2, 2021**SWD #481; Willow Creek East 3<sup>rd</sup> Addition – Public Works & Utilities Department/Engineering Division**Dondlinger & Sons Construction Co., Inc. \$331,107.30**Paving-13<sup>th</sup> Street; Tyler & Country Acres – Public Works & Utilities Department/Engineering Division**Pearson Construction, LLC \$315,828.70****July 9, 2021**

Traffic Signal Improvements-Douglas to McLean – Public Works &amp; Utilities Dept/Engineering Division

**Phillips Southern Electric Co., Inc. \$779,867.60**Paving – Bedford; Willow Creek 3<sup>rd</sup> Add Phase 2 – Public Works & Utilities Department/Engineering Division**Conspec, Inc. dba Kansas Paving \$284,606.15****PURCHASING BIDS – MELINDA WALKER, PURCHASING MANAGER****June 18, 2021**

Four Wheel Drive Articulated 3.5 Yard Wheel Loader – Public Works &amp; Utilities Department/Fleet Division

**Central Power Systems & Services LLC****Base Bid \$180,237.43****Option 1 7,608.91****Option 4 0.00****Option 5 0.00****Option 8 0.00****Aggregate Total \$187,846.34**

Groundwater Monitoring Well Sampling for Wellfield – Public Works &amp; Utilities Dept/Water Production Division

**Integrated Solutions Inc.****\$29,483.00****(See Exhibit B for Itemized Pricing in the Formal Bid Report)****June 25, 2021**

Waterworks Supplies – Public Works &amp; Utilities Department/Water Distribution Division

**Wichita Winwater Works****Group 1 \$82,358.00****Group 2 \$22,042.00****Group 3 \$27,641.00****Group 4 \$18,941.00****Group 5 \$65,125.00****Group 6 \$435,085.00****Group 7 \$4,954.22****Sunrise Oilfield Supply LLC****(See Exhibit B for Itemized Pricing in the Formal Bid Report)**

Self-Propelled Tricycle Type Street Sweepers – Public Works &amp; Utilities Department/Fleet Division

**Berry Companies****Base Bid \$439,860.00****Option 1 11,960.00****Option 2 15,600.00****Option 3 0.00****Option 5 0.00****Option 6 0.00****Option 7 0.00****Option 11 18,750.00****Total Aggregate \$486,170.00**

Joint &amp; Crack Sealant – Public Works &amp; Utilities Department/Maintenance Division

**McConnell & Associates Corp.****\$111,200.00****(See Exhibit B for Itemized Pricing in the Formal Bid Report)****July 2, 2021**

Hauling – Salt – Public Works &amp; Utilities Department/Maintenance Division

**Pearson Construction LLC****\$116,175.00****(See Exhibit B for Itemized Pricing in the Formal Bid Report)**



Roof Replacement at Kansas Aviation Museum Ph 2 – Public Works & Utilities Department/Facilities Division		
<b>JR &amp; Company Roofing Contractors</b>	<b>Base Bid</b>	<b>\$751,982.00</b>
	<b>Add Alt 1</b>	<b>\$7,822.00</b>
Parking Garage Repair – Gander Mountain – Public Works & Utilities Department/Facilities Division		
<b>John Rohrer Contracting Co Inc</b>	<b>Base Bid</b>	<b>\$24,890.00</b>
	<b>Add Alt 1</b>	<b>\$6.25</b>
	<b>Add Alt 3</b>	<b>\$6.25</b>
	<b>Add Alt 4</b>	<b>\$9.80</b>
	<b>Add Alt 5</b>	<b>\$1,980.00</b>
	<b>Add Alt 6</b>	<b>\$420.00</b>
Wildland Fire Equipment – Fire Department/Operations Division		
<b>S &amp; H Acquisition LLC</b>		<b>\$54,636.05</b>
<b>July 9, 2021</b>		
High Speed Air Foil Multi-Core Turbo Blower – Public Works & Utilities Department/Sewer Treatment Division		
<b>Aerzen USA Corp</b>	<b>Group 1 Base Bid</b>	<b>\$150,000.00</b>
Elevator Maintenance – Various Departments, Boards & Agencies		
<b>Kone Inc</b>	<b>Base Bid</b>	<b>\$121,140.00</b>
	<b>Option 1</b>	<b>\$204.87</b>
	<b>Option 2</b>	<b>\$348.28</b>
	<b>Option 3</b>	<b>\$409.75</b>
	<b>Option 4</b>	<b>\$378.86</b>
	<b>Option 5</b>	<b>\$644.06</b>
	<b>Option 6</b>	<b>\$757.73</b>
(See Exhibit B for Itemized Pricing in the Formal Bid Report)		
Filters – Air Conditioning and Furnace – Public Works & Utilities Department/Facilities Maintenance Division		
<b>Tri-Dim Filter Corporation</b>		<b>\$49,109.25</b>
(See Exhibit B for Itemized Pricing in the Formal Bid Report)		
Mattress & Box Spring Recycling – Public Works & Utilities Department/Environmental Health Division		
(Defer to July 19, 2021)		
Cisco Smart Net Renewal – IT/IS Department		
<b>ConvergeOne</b>		<b>\$216,406.90</b>
<b>Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (g)</b>		
Adashi Alert and Rollcall – IT/IS Department		
<b>Adashi Systems LLC</b>		<b>\$78,360.00</b>
<b>Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (g)</b>		
Granicus Platform Renewal – IT/IS Department		
<b>Granicus LLC</b>		<b>\$77,069.93</b>
<b>Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (g)</b>		
Copper Anodes – Public Works & Utilities Department/Water Production		
<b>ONG Consulting LLC</b>		<b>\$74,608.21</b>
<b>Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (b)</b>		
Microsoft EA Renewal – IT/IS Department		
<b>SHI International</b>		<b>\$778,334.63</b>
<b>Purchases Utilizing Sole Source of Supply Ordinance No. 38-122 Section 2.64.020 (j)</b>		

*Hannah Lang for*  
**Melinda A. Walker**  
**Purchasing Manager**

**STORM SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - July 2, 2021

210170		Engineer's Construction Estimate	NOWAK CONSTRUCTION CO INC	MCCULLOUGH EXCAVATION INC	PEARSON CONSTRUCTION LLC
Storm Water Drain #481		\$471,000.00	\$370,381.00	\$425,950.00	\$432,915.00
Willow Creek East 3rd Addition	BID BOND				
458-2021-085480	ADDENDA	2			
47308621					
		Engineer's Construction Estimate	DONDLINGER & SONS CONSTRUCTION CO INC	MIES CONSTRUCTION INC	
Storm Water Drain #481		\$471,000.00	\$331,107.30	\$467,000.00	
Willow Creek East 3rd Addition	BID BOND				
458-2021-085480	ADDENDA	2			
47308621					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Utilities Plus	Wildcat Construction
Storm Water Drain #481		\$471,000.00			
Willow Creek East 3rd Addition	BID BOND				
458-2021-085480	ADDENDA	2			
47308621					
		Engineer's Construction Estimate			
Storm Water Drain #481		\$471,000.00			
Willow Creek East 3rd Addition	BID BOND				
458-2021-085480	ADDENDA	2			
47308621					

CHECKED BY: REVIEWED BY: 

# PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 2, 2021

210171		Engineer's Construction Estimate	APAC KANSAS INC	PEARSON CONSTRUCTION LLC	CONSPEC INC
13th Street N btw Tyler Road & Country Acres Avenue		\$337,100.00	\$385,890.00	\$315,828.70	\$345,103.00
(13th St N, west of Ridge)	BID BOND				
472-2020-085654	ADDENDA	2			
E1006					
		Engineer's Construction Estimate	CORNEJO & SONS LLC		
13th Street N btw Tyler Road & Country Acres Avenue		\$337,100.00	\$340,491.50		
(13th St N, west of Ridge)	BID BOND				
472-2020-085654	ADDENDA	2			
E1006					
		Engineer's Construction Estimate			
13th Street N btw Tyler Road & Country Acres Avenue		\$337,100.00			
(13th St N, west of Ridge)	BID BOND				
472-2020-085654	ADDENDA	2			
E1006					
		Engineer's Construction Estimate			
13th Street N btw Tyler Road & Country Acres Avenue		\$337,100.00			
(13th St N, west of Ridge)	BID BOND				
472-2020-085654	ADDENDA	2			
E1006					

CHECKED BY: 

REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 9, 2021

210174		Engineer's Construction Estimate	PHILLIPS SOUTHERN ELECTRIC CO INC		
Traffic Signal Improvements, Douglas Ave from McLean Blvd to Hydraulic Ave		\$811,712.60	\$779,867.60		
	BID BOND				
472-2021-085709	ADDENDA	2			
E5055					
		Engineer's Construction Estimate			
Traffic Signal Improvements, Douglas Ave from McLean Blvd to Hydraulic Ave		\$811,712.60			
	BID BOND				
472-2021-085709	ADDENDA	2			
E5055					
		Engineer's Construction Estimate			
Traffic Signal Improvements, Douglas Ave from McLean Blvd to Hydraulic Ave		\$811,712.60			
	BID BOND				
472-2021-085709	ADDENDA	2			
E5055					
		Engineer's Construction Estimate			
Traffic Signal Improvements, Douglas Ave from McLean Blvd to Hydraulic Ave		\$811,712.60			
	BID BOND				
472-2021-085709	ADDENDA	2			
E5055					

CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - July 9, 2021

210179		Engineer's Construction Estimate	GENARO PRADO GUARDADO dba PRADO CONSTRUCTION LLC	CORNEJO & SONS LLC	APAC KANSAS INC
Bedford, Mount Vernon, Skinner, Stephanie		\$512,100.00	\$318,410.90	\$355,062.85	\$324,935.10
(south of Harry, east of Greenwich)	BID BOND				
472-85507	ADDENDA	0			
E9123					
		Engineer's Construction Estimate	CONSPEC INC dba KANSAS PAVING	PEARSON CONSTRUCTION LLC	
Bedford, Mount Vernon, Skinner, Stephanie		\$512,100.00	\$284,606.15	\$326,037.50	
(south of Harry, east of Greenwich)	BID BOND				
472-85507	ADDENDA	0			
E9123					
		Engineer's Construction Estimate			
Bedford, Mount Vernon, Skinner, Stephanie		\$512,100.00			
(south of Harry, east of Greenwich)	BID BOND				
472-85507	ADDENDA	0			
E9123					
		Engineer's Construction Estimate			
Bedford, Mount Vernon, Skinner, Stephanie		\$512,100.00			
(south of Harry, east of Greenwich)	BID BOND				
472-85507	ADDENDA	0			
E9123					

CHECKED BY: REVIEWED BY: 

BID TABULATION BID NO 210147														
RFB - Four Wheel Drive Articulated 3.5 Yard Wheel Loader														
BASIS OF AWARD														
			FOLEY EQUIPMENT CO INC		CENTRAL POWER SYSTEMS & SERVICES LLC			KANEQUIP INC			MURPHY TRACTOR & EQUIPMENT CO INC			
Group 1														
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comment	Unit Price	Sub Total	Comments
BASE BID: NEW UNUSED FOUR WHEEL DRIVE ARTICULATED 3.5 YARD WHEEL LOADER	1.00	EA	\$216,097.00000	\$216,097.00	Caterpillar 938MHL	\$180,237.43000	\$180,237.43	Doosan DL280-7-US20 Hi Reach	\$184,150.00000	\$184,150.00	JCB 437AG-T4F	\$199,207.05000	\$199,207.05	John Deere 624P
OPTION 1: QUICK DISCONNECT LUMBER FORKS WITH SIX FOOT TINES	1.00	EA	\$9,999.00000	\$9,999.00		\$7,608.91000	\$7,608.91		\$0.00000	\$0.00		\$8,477.00000	\$8,477.00	
OPTION 2 : FACTORY INSTALLED REAR VIEW CAMERA AND OBJECT DETECTION SYSTEM	1.00	EA	\$0.00000	\$0.00	Std	\$1,000.00000	\$1,000.00		\$0.00000	\$0.00		\$0.00000	\$0.00	Included
OPTION 3: FACTORY INSTALLED PAYLOAD SCALE SYSTEM	1.00	EA	\$5,959.00000	\$5,959.00		\$7,788.68000	\$7,788.68		\$0.00000	\$0.00	N/A	\$0.00000	\$0.00	N/A
OPTION 4: ELECTRICALLY ADJUSTABLE HEATED EXTERIOR MIRRORS & WINDSHIELD	1.00	EA	\$0.00000	\$0.00	Std	\$0.00000	\$0.00	Included	\$0.00000	\$0.00		\$0.00000	\$0.00	Included
OPTION 5: HEAVY DUTY/PLASTIC FULL COVERAGE FENDERS OR EQUIVALENT	1.00	EA	\$0.00000	\$0.00	Std	\$0.00000	\$0.00	Included	\$0.00000	\$0.00		\$3,602.00000	\$3,602.00	
OPTION 6: AUTOMATIC LUBRICATION SYSTEM per specification	1.00	EA	\$6,820.00000	\$6,820.00		\$7,400.00000	\$7,400.00		\$0.00000	\$0.00	Only has three settings	\$8,250.00000	\$8,250.00	
OPTION 7: TWO YEARS FULL MACHINE WARRANTY INCLUDING THE HYDRAULICS, ENGINE, AND DRIVE TRAIN SYSTEM, (INCLUDING ELECTRICAL COMPONENTS), PARTS AND LABOR WARRANTY IN ADDITION TO THE FACTORY STANDARD WARRANTY FOR A TOTAL OF THREE YEARS COVERAGE	1.00	EA	\$2,558.00000	\$2,558.00		\$4,435.00000	\$4,435.00		\$0.00000	\$0.00		\$0.00000	\$0.00	Included
OPTION 8: DELUXE SEAT, FULLY ADJUSTABLE WITH AIR SUSPENSION, AIR LUMBAR SUPPORT, HEATED AND VENTILATED BOTTOM CUSHION AND BACKREST	1.00	EA	\$0.00000	\$0.00	Std	\$0.00000	\$0.00	Included	\$0.00000	\$0.00		\$0.00000	\$0.00	Included
Group 1 SubTotal			\$241,433.00000	\$241,433.00		\$208,470.00000	\$208,470.00		\$184,150.00000	\$184,150.00		\$220,536.05000	\$220,536.05	
Grand Total			\$241,433.00000	\$241,433.00		\$208,470.00000	\$208,470.00		\$184,150.00000	\$184,150.00		\$220,536.05000	\$220,536.05	

KanEquip Inc Does Not Meet Specification  
Award 07-13-2021 Base Bid w/Options 1, 4, 5, & 8 Public Works & Utilities Department/Fleet Division

<b>BID TABULATION</b>								
<b>BID NO: 210141</b>								
<b>RFB - Groundwater Monitoring Well Sampling for Wellfield</b>								
<b>BASIS OF AWARD</b>			<b>INTEGRATED SOLUTIONS INC</b>		<b>STEARNS CONRAD &amp; SCHMIDT CONSULTING</b>		<b>BURNS &amp; MCDONNELL ENGINEERING CO INC</b>	
<b>Group 1</b>								
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
Per shallow well cost (40 to 100 feet deep)	70.00	EA	\$122.00000	\$8,540.00	\$350.00000	\$24,500.00	\$415.00000	\$29,060.00
Per deep well cost (101 to 200 feet deep)	70.00	EA	\$271.00000	\$18,970.00	\$370.00000	\$25,900.00	\$415.00000	\$29,050.00
Annual Class V Data Summary	1.00	EA	\$573.00000	\$573.00	\$2,750.00000	\$2,750.00	\$5,375.00000	\$5,375.00
Annual Index Well Data Summary	1.00	EA	\$827.00000	\$827.00	\$3,750.00000	\$3,750.00	\$5,375.00000	\$5,375.00
Sampling Protocol Review/Update	1.00	EA	\$573.00000	\$573.00	\$1,500.00000	\$1,500.00	\$1,500.00000	\$1,500.00
	<b>Group 1 SubTotal</b>		<b>\$2,366.00000</b>	<b>\$29,483.00</b>	<b>\$8,720.00000</b>	<b>\$58,400.00</b>	<b>\$13,080.00000</b>	<b>\$70,350.00</b>
	<b>Grand Total</b>		<b>\$2,366.00000</b>	<b>\$29,483.00</b>	<b>\$8,720.00000</b>	<b>\$58,400.00</b>	<b>\$13,080.00000</b>	<b>\$70,350.00</b>

Award 7/13/2021 Public Works & Utilities Department/Water Production Division

BID TABULATION						
BID NO: 210134						
RFB - Waterworks Supplies						
BASIS OF AWARD			WICHITA WINWATER WORKS CO		SUNRISE OILFIELD SUPPLY LLC	
Group 1						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
2" Gate Valves IPT with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	24.00	EA	\$237.00000	\$5,688.00		\$0.00
Manufacturer/Model:						
4" MJ Gate Valve, with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	8.00	EA	\$428.00000	\$3,424.00		\$0.00
Manufacturer/Model:						
6" MJ Gate Valve with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	25.00	EA	\$552.00000	\$13,800.00		\$0.00
Manufacturer/Model:						
8" MJ Gate Valve with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	8.00	EA	\$858.00000	\$6,864.00		\$0.00
Manufacturer/Model:						
4" Tapping Valve FLGD x MJ with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	10.00	EA	\$410.00000	\$4,100.00		\$0.00
Manufacturer/Model:						
6" Tapping Valves FLGD x MJ with 2" operating nut, NR stem, open left with accessories as per Water Department Specifications #SGV.	25.00	EA	\$542.00000	\$13,550.00		\$0.00
Manufacturer/Model:						
8" Tapping Valve FLGD x MJ with 2" operating nut, NR Stem, open left with accessories as per Water Department Specification #SGV.	30.00	EA	\$840.00000	\$25,200.00		\$0.00
Manufacturer/Model:						
12" Tapping Valve FLGD x MJ with 2" operating nut, NR Stem, open left with accessories as per Water Department Specifications #SGV.	6.00	EA	\$1,622.00000	\$9,732.00		\$0.00
Manufacturer/Model:						
Group 1 SubTotal			\$5,489.00000	\$82,356.00		
Group 2						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
8" x 6" Tapping Sleeve for C1 Pipe OD 8.98-9.37 Steel Sleeve Epoxy Coated with S/S Bolts and Nuts.	5.00	EA	\$422.00000	\$2,110.00		\$0.00
Romac FTS 420-937x6ESS, Ford FTSC 937x6, JCM						



412 0905x8, Cascade CST-EX 906x6SS, Smith-Blair 622-09050600 031, Apac 512-9.05x6, Triple Tap Series TS Tapping Sleeve, or Powerseal 3460						
Manufacturer/Model:						
8" x 8" Tapping Sleeve for CI Pipe Full Circumferential Gasket, Pipe OD 8.98-9.30 Drop in Bolts, All Stainless Steel.	10.00	EA	\$675.00000	\$6,750.00		\$0.00
Ford FTSS 910 X 8, JCM 432 0905x8, Romac SST-DB 945x8 SS FLDG, Cascade CST-EX 905x8 SS FLDG, Smith Blair 665-09050800-200, Triple Tap Series TS Tapping Sleeve, or Powerseal 3490						
Manufacturer/Model:						
8" x 8" Tapping Sleeve for CL 150 AC Pipe OD 9.27-9.69 Epoxy Coated with S/S Bolts and Nuts.	5.00	EA	\$426.00000	\$2,130.00		\$0.00
JCM 412-940x6EES, Smith-Blair 622-09400600-031, Romac FTS 420-969x6 SSFE, Cascade CFT 960x6ESS, Ford FTSC 969x6, Apac 512-940x6, Triple Tap Series TS Tapping Sleeve, or Powerseal 3460						
Manufacturer/Model:						
8" x 8" Tapping Sleeve for Class 150 AC Pipe Full Circumferential Gasket for Pipe OD 9.27-9.69 All Stainless Steel.	12.00	EA	\$675.00000	\$8,100.00		\$0.00
Ford FTSS 970x8, Cascade CST-EX 960x8SS, JCM 432-940x8, Romac SST-DB 960x8SS (Drop in Bolts), Smith Blair 665-09650800-200, Triple Tap Series TS Tapping Sleeve, or Powerseal 3490						
Manufacturer/Model:						
12" x 8" Tapping Sleeve for Class 150 AC Pipe Epoxy Coated with S/S Bolts and Nuts for Pipe OD 14.10-14.58.	6.00	EA	\$492.00000	\$2,952.00		\$0.00
Smith-Blair 622-14250800-031, APAC 512-1425x8, Cascade CFT-EX 1430x8, Ford FTSC 1458x8, JCM 412-1420x8ESS, Romac FTS 420-14.56x8, Triple Tap Series TS Tapping Sleeve, or Powerseal 3460						
Manufacturer/Model:						
<b>Group 2 SubTotal</b>			<b>\$2,690.00000</b>	<b>\$22,042.00</b>		
<b>Group 3</b>						
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
2" x 3" Pin Hole Clamp for 2.375 Steel Pipe with Electro Coated Galvanized Steel Bolt with DI-Chromate Seal.	200.00	EA	\$12.50000	\$2,500.00		\$0.00
Power Seal 3151, JCM 110-02.38-3, Ford FSC-238-3 OR Ford FSC 238x3R, Smith-Blair 245-023803-001, Romac SC 24x3 or Mueller 230x238						
Manufacturer/Model:						
2" F/C Clamp 7.5" Long with Corten or Corten Type Alloy Bolts and Nuts Pipe OD 2.38-2.62.	200.00	EA	\$36.00000	\$7,200.00		\$0.00
Ford F1 263x7, Smith-Blair 226-023807-000, JCM 101-0238-7, Romac CL 1-263x7.5, Mueller 500 or						

Powerseal 3121						
Manufacturer/Model:						
2 1/2" F/C Clamp 7.5" Long with Corten Bolts and Nuts for CI Pipe OD 2.75-3.00	6.00	EA	\$38.00000	\$228.00		\$0.00
Romac CL 1-3.00x7.5, Ford F1-300x7, JCM 101-0275-7, Smith-Blair 226-027507-000, Mueller 500 or Powerseal 3121						
Manufacturer/Model:						
4" F/C Clamp 7.5" Long Double Band, Corten or Corten Type Bolts and Nuts for Pipe OD 4.74-5.57.	40.00	EA	\$73.00000	\$2,920.00		\$0.00
Ford F2 557x7.5, JCM 102-0480-8, Romac CL2-557x7.5, Smith-Blair 227-048007-000, Mueller 500 or Powerseal 3122-4Bx8						
Manufacturer/Model:						
6" F/C Clamp 7.5" Long Double Band with Corten Bolts and Nuts for Pipe OD 6.64-7.64.	40.00	EA	\$87.00000	\$3,480.00		\$0.00
JCM 102-0690-7, Ford F2-674x8, Smith-Blair 227-069-007-000, Romac CL2-764x7.5, Mueller 500 or Powerseal 3122-6Bx8						
Manufacturer/Model:						
8" F/C Clamp 7.5" Long Double Band with Corten or Corten Type Alloy Bolts and Nuts for Pipe OD 8.99-9.79, 2	25.00	EA	\$92.00000	\$2,300.00		\$0.00
Ford F2-979x8, JCM 102-0905-7, Romac CL2-979x7.5, Smith-Blair 227-090507-000, Mueller 500 or Powerseal 3122-8Bx8						
Manufacturer/Model:						
2 1/2" F/C Clamp 12" Long with Corten or Corten Type Bolts and Nuts for Pipe OD 2.70-3.00.	30.00	EA	\$50.00000	\$1,500.00		\$0.00
JCM 101-0275-12, Smith-Blair 226-027512-000, Ford F1-300x12, Romac CL1 287x12, Powerseal 3121x12 or Mueller 500-270x12						
Manufacturer/Model:						
4" F/C Clamp 12" Long Double Band with Corten Bolts and Nuts for Pipe OD 4.74-5.57.	6.00	EA	\$108.00000	\$648.00		\$0.00
JCM 102-0480-12, Smith-Blair 227-048012-000, Ford F2 557x12, Mueller 510-470x12, Romac CL2-557x12 or Powerseal 3122-4Bx12						
Manufacturer/Model:						
6" F/C Clamp 12" Long, Double Band with Corten or Corten Type Alloy Bolts and Nuts for Pipe OD 6.64-7.64.	30.00	EA	\$123.00000	\$3,690.00		\$0.00
Ford F2-764x12, Romac CL2-764x12, Smith-Blair 227-00069012-000, Mueller 510-675-12, JCM 102-0690-012 or Powerseal 3122-6Bx12						
Manufacturer/Model:						
8" F/C Clamp 12" Long Double Band with Corten Bolts and Nuts for Pipe OD 8.79-9.79.	25.00	EA	\$127.00000	\$3,175.00		\$0.00

Smith-Blair 227-00090512-000, Ford F2-979x12, JCM  
102-0905-12, Romac CL2-979x12, Mueller 510-888x12  
or Powerseal 3122-8Bx12

Manufacturer/Model: \_\_\_\_\_

**Group 3 SubTotal**      **\$746.50000**      **\$27,641.00**

**Group 4**

Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
2" Flex Coupling with Malleable Iron Rings and Alloy Bolts and Nuts for 2.38 Galvanized and 2.50 CI Pipe.  Ford FC1-263, Smith-Blair 461-02340285-000 or JCM 210-0250  Manufacturer/Model: _____	100.00	EA	\$26.80000	\$2,680.00		\$0.00
2 1/4" Cast Iron Flex Couplings with Malleable Iron Rings and Two Alloy Bolts and nuts for CI Pipe with OD 2.75.  Smith-Blair 411-028801-003, JCM 220-0288 or Ford FC1- 280,  Manufacturer/Model: _____	100.00	EA	\$34.16000	\$3,416.00		\$0.00
2 1/2" x 2" CI Flex Reducer Couplings with Malleable Iron Rings and Two Alloy Bolts and Nuts for Pipe OD 2.75 x 2.38 Galvanized Pipe.  Smith-Blair 441-02880263-000, Ford FC2A 245-288 or JCM 212-0288-0238  Manufacturer/Model: _____	25.00	EA	\$60.00000	\$1,500.00		\$0.00
4" Flex Coupling CI Body with Malleable Iron Rings and Alloy Bolts and Nuts.  Smith-Blair 461-04460560-031, JCM 210-0480, Ford FC1- 510 or Cascade CDC 510x510  Manufacturer/Model: _____	25.00	EA	\$55.00000	\$1,375.00		\$0.00
6" Flex Coupling Cast Iron Body with Malleable Iron Rings For Class 150 AC Pipe.  Ford FC1, JCM 210-0690, Smith-Blair 461-06540765-000 or Cascade CDC722 x722  Manufacturer/Model: _____	100.00	EA	\$70.00000	\$7,000.00		\$0.00
8" Flex Coupling Cast Iron Body with Malleable Iron Rings with Corten Bolts and Nuts.  Smith-Blair 461-08540985-000, Ford FC1-940, JCM 210-0905 or Cascade CDC 945-945  Manufacturer/Model: _____	30.00	EA	\$99.00000	\$2,970.00		\$0.00
<b>Group 4 SubTotal</b>			<b>\$344.96000</b>	<b>\$18,941.00</b>		

**Group 5**

Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
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2" Hymax Coupling, Part #535, Range: 2.10-3.03 860-54-0054-16, 2000-0303-260	50.00	EA	\$94.65000	\$4,732.50		\$0.00
3" Hymax Coupling, Part #536, Range: 3.46-4.33; 860-56-0088-16, 2000-0433-260	50.00	EA	\$124.85000	\$6,242.50		\$0.00
4" Hymax Coupling, Part #538, Range 4.25-5.63; 860-54-0108-16, 860-56-0108-16C, 2000-0433-260	25.00	EA	\$160.00000	\$4,000.00		\$0.00
6" Hymax Coupling, Part #539, Range 6.42-7.68; 860-54-0163-16, 860-56-0163-16, 2000-0768-260	50.00	EA	\$212.00000	\$10,600.00		\$0.00
8" Hymax Coupling, Part #540, Range: 8.54-9.84; 860-54-0217-16, 860-56-0217-16, 2000-0984-260	50.00	EA	\$239.00000	\$11,950.00		\$0.00
10" Hymax Coupling, Part #541, Range 10.70-12.00; 860-54-0272-16, 860-56-0272-16, 2000-1200-260	25.00	EA	\$307.00000	\$7,675.00		\$0.00
12" Hymax Coupling, Part #542, Range 12.40-13.66; 860-54-0315-16, 860-56-0315-16, 2000-1366-260	25.00	EA	\$363.00000	\$9,075.00		\$0.00
12" Hymax Coupling, Part #543, Range 13.15-14.41; 860-54-0334-16, 860-56-0334-16, 2000-1441-260	25.00	EA	\$434.00000	\$10,850.00		\$0.00
<b>Group 5 SubTotal</b>			<b>\$1,934.50000</b>	<b>\$65,125.00</b>		
<b>Group 6</b>						
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
5/8" Copper Setter 7 1/2" Height Lockwing Teflon Coated Ball Valve with 360 Degrees Turn Vertical Inlet and Outlet Pack Joint for Copper, no split types.	500.00	EA	\$77.00000	\$38,500.00		\$0.00
Ford VB-81 WR 44-33, A.Y. McDonald 31-1-HNTT-33 4157-093, A.Y. McDonald 31-1-HN22-33 4157-093 or Mueller P-2474R						
Manufacturer/Model:						
1" Copper Setter 10 1/2" Height (Less Saddle Nuts) Lockwing Teflon Coated Ball Valve 360 Degree Turn Vertical Inlet and Outlet Pack Joint for Copper, non split types.	1,500.00	EA	\$142.00000	\$213,000.00		\$0.00
Ford VB84 WR 44-44, A.Y. McDonald 31-4-HNTT-44 4157-094, A.Y. McDonald 31-4-HN22-44 4157-094, or Mueller P-2474R						
Manufacturer/Model:						
4" x 1" Brass Saddle for C900 PVC Pipe with OD 4.80 with 1" CC Outlet.	150.00	EA	\$28.00000	\$4,200.00		\$0.00
A.Y. McDonald 3895 4 x1, Ford S90-404 or Mueller H13440x1CC						
Manufacturer/Model:						
6" x 1" Brass Saddle for C900 PVC Pipe with OD 6.90 with 1" CC Outlet.	150.00	EA	\$38.00000	\$5,700.00		\$0.00
A.Y. McDonald 3895 6x1, Ford S90-604 or Mueller H13441x1CC						
Manufacturer/Model:						
8" x 1" Brass Saddle for C-900 PVC Pipe OD Size 9.05 with 1" CC Outlet to include 2" Long Brass Screws.	750.00	EA	\$53.50000	\$40,125.00		\$0.00
A.Y. McDonald 3895 8x1, Ford S90-804 or Mueller H-13442-1CC						

Manufacturer/Model:						
12" x 1" Brass Saddle for Class 150 AC Pipe with OD 1320-1438 with 1" CC Outlet Double Strap.	30.00	EA	\$155.00000	\$4,650.00		\$0.00
Smith-Blair 325-1320009-103, Ford 202B 1438xCC4, Mueller BR2B1314 CC1 or A.Y. McDonald 3825						
Manufacturer/Model:						
6" x 1" Brass Saddle for Class 150 AC Pipe with OD 6.80-7.60 with 1" CC Outlet Single Strap.	100.00	EA	\$50.00000	\$5,000.00		\$0.00
Smith-Blair 325-069009-003, Mueller BR1B0684 CC1, Ford 101B-750-CC4 or A.Y. McDonald 38-15						
Manufacturer/Model:						
8" x 1" Brass Saddle Single Strap for Pipe OD 8.99-9.79 with 1" CC Outlet.	100.00	EA	\$63.00000	\$6,300.00		\$0.00
Smith-Blair 325-090501-103, Mueller BR1B0899 CC1, Ford 101B-962xCC4, James Jones J975-388-136 or A.Y. McDonald 38-15						
Manufacturer/Model:						
12" x 1" Bronze Saddle for C-900 PVC/CI Pipe with OD 13.20 with 1" CC Outlet.	10.00	EA	\$157.00000	\$1,570.00		\$0.00
Ford S90-1204, A.Y. McDonald 3805 12x1 or Mueller H13444x1CC						
Manufacturer/Model:						
1" Brass Corporation Stops, Inlet to be AWWA Threads Outlet to be Pack Joint, No Split Types.	1,500.00	EA	\$40.00000	\$60,000.00		\$0.00
A.Y. McDonald 4701-22, Ford F1000 or Mueller P-15008						
Manufacturer/Model:						
3/4" Brass Straight Couplings with Pack Joint Ends, No Split Types.	225.00	EA	\$15.20000	\$3,420.00		\$0.00
Ford C44-33, A.Y. McDonald 4758-22, James Jones J-2609 or Mueller H-15403						
Manufacturer/Model:						
1" Straight Brass Coupling, 1" CTS Pack Joint x 1" FIPT, No Split Types.	1,500.00	EA	\$17.50000	\$26,250.00		\$0.00
Ford C14-44, James Jones J-2607, A.Y. McDonald 4754-22 or Mueller H-15451						
Manufacturer/Model:						
1" x 3/4" Brass Straight Coupling Pack Joint Ends For CTS Plastic, No Split Types.	150.00	EA	\$18.00000	\$2,700.00		\$0.00
A.Y. McDonald 4758-22, Ford C44-34, James Jones J-2609 or Mueller H-15403						
Manufacturer/Model:						
1" Brass Straight Coupling with Pack Joint Ends For CTS Plastic, No Split Types.	100.00	EA	\$17.90000	\$1,790.00		\$0.00

Ford C44-44, James Jones J-2609, A.Y. McDonald 4758-22 or Mueller H-15403						
Manufacturer/Model: _____						
3/4" Brass Straight Coupling with 3/4" FIPT x 3/4" Pack Joint, No Split Types.	200.00	EA	\$13.40000	\$2,680.00		\$0.00
Ford C-14, James Jones J-2607, A.Y. McDonald 4754-22 or Mueller H-15451						
Manufacturer/Model: _____						
2" Lok Pak Meter Couplings, Ford CF 35-77, AY McDonald 610-44, Mueller V-10120N	200.00	EA	\$96.00000	\$19,200.00		\$0.00
Manufacturer/Model: _____						
<b>Group 6 SubTotal</b>			<b>\$981.50000</b>	<b>\$435,085.00</b>		
<b>Group 7</b>						
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
2" x 2" Red Brass Nipple M.I.P.T. Each End	20.00	EA		\$0.00	\$7.41000	\$148.20
2" x 3" Red Brass Nipple M.I.P.T. Each End	50.00	EA		\$0.00	\$9.24000	\$462.00
2" x 4" Red Brass Nipple M.I.P.T. Each End	30.00	EA		\$0.00	\$12.08000	\$362.40
2" x 6" Red Brass Nipple M.I.P.T. Each End	100.00	EA		\$0.00	\$17.84000	\$1,784.00
2" x 8" Red Brass Nipple M.I.P.T. Each End	20.00	EA		\$0.00	\$23.79000	\$475.80
2" x 10" Red Brass Nipple M.I.P.T. Each End	12.00	EA		\$0.00	\$29.46000	\$353.52
2" x 12" Red Brass Nipple M.I.P.T. Each End	20.00	EA		\$0.00	\$35.14000	\$702.80
3/4" S/S Hose Clamps for 3/4" P. E. Pipe, Worm Gear.	130.00	EA		\$0.00	\$1.35000	\$175.50
Ford 16, Dixon HSS 12, Wittek 10 HS or Ideal 6810						
Manufacturer/Model: _____						
1" S/S Hose Clamps for 1" P. E. Pipe Worm Gear.	350.00	EA		\$0.00	\$1.40000	\$490.00
Ford 20, Dixon HSS20, Wittek 20 HS or Ideal 6820						
Manufacturer/Model: _____						
<b>Group 7 SubTotal</b>					<b>\$137.71000</b>	<b>\$4,954.22</b>
<b>Grand Total</b>			<b>\$12,186.46000</b>	<b>\$651,192.00</b>	<b>\$137.71000</b>	<b>\$4,954.22</b>

**\*\*Award 7/13/2021 – Public Works & Utilities Department/Water Distribution Division\*\***

BID TABULATION – BID NO 210153					
RFB - Self Propelled Tricycle Type Street Sweepers					
BASIS OF AWARD			BERRY COMPANIES INC		Comments
Group 1					
Description	Quantity	Unit	Unit Price	Sub Total	
BASE BID: New Unused Current Model Self Propelled Tricycle Type Street Sweepers.	2.00	EA	\$219,930.00000	\$439,860.00	Global M3
OPTION 1: Fully Floating Rubber Spring and Torque Rod Suspension System for Global Street Sweepers. Cost per Sweeper.	1.00	EA	\$5,980.00000	\$5,980.00	
OPTION 2: Complete Three (3) Years Hydraulic System, Drive Train, Hydrostatic Drive, and Engine. Include Parts and Labor Warranty (to include electrical components). Cost per Sweeper.	1.00	EA	\$7,800.00000	\$7,800.00	Option 2 must be selected if option 11 is selected
OPTION 3: Factory or Dealership Installed Limb Guards on Both Sides of the Cabs. Cost per Sweeper.	1.00	EA	\$0.00000	\$0.00	Included
OPTION 4: Independent Dual Driver Controls, (The Machine Shall Have the Capability to be Operated from the Left or Right Side of the Cab) and Shall Have Power Steering on Both Sides (Elgin Pelican Sweepers). Cost per Sweeper.	1.00	EA	\$0.00000	\$0.00	Not Applicable
OPTION 5: Cab Doors shall have Slider Windows. Cost per Sweeper.	1.00	EA	\$0.00000	\$0.00	Included
OPTION 6: Hopper Loading Assist, that will Load No Less Than 85 Percent of the Hopper for Less Stopping Time. Cost per Sweeper.	1.00	EA	\$0.00000	\$0.00	Included
OPTION 7: Sweeper Supplied with Carbide or Polyethylene Dirt/Drag Shoe Runners. Guaranteed up to or More Than 1000 Hours of Sweeping Operation. Cost per Sweeper.	1.00	EA	\$0.00000	\$0.00	Included
OPTION 8: Stainless Steel Hopper. Cost per Sweeper.	1.00	EA	\$6,955.00000	\$6,955.00	
OPTION 9: Rear Truck Axle in Lieu of Torque Hub Type Axle. Cost per Sweeper.	1.00	EA	\$7,190.00000	\$7,190.00	
OPTION 10: Trade-In Allowance, Lump Sum Deduct from Total. 003342, Street Sweeper, 2016, Global M3 3,141 HRS 003343, Street Sweeper, 2016, Global M3 4,290 HRS Contact Jason Waters @ 316-268-4077 for Inspection.	1.00	LS	(\$57,000.00000)	(\$57,000.00)	Total for both Sweepers
OPTION 11: Maintenance of Sweepers per specifications/attachment A. Cost per Sweeper.	1.00	EA	\$9,375.00000	\$9,375.00	\$9,375/year per machine (5 year total = \$46,875)
Group 1 SubTotal			\$200,230.00000	\$420,160.00	
Grand Total			\$200,230.00000	\$420,160.00	

Award 7-13-2021 Base Bid w/Options 1,2,3,5,6,7, & 11 Public Works & Utilities Department/Fleet Division

<b>BID TABULATION</b>				
<b>BID NO: 210163</b>				
<b>RFB - Joint and Crack Sealant</b>				
<b>BASIS OF AWARD</b>			<b>MCCONNELL &amp; ASSOCIATES CORP</b>	
<b>Group 1</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>
Joint and Crack Seal, Virgin Rubber, Non-Trackable 60lb. boxes or less.	200,000.00	LB	\$0.55600	\$111,200.00
Approved Manufacturers/Products: Crafc0 Roadsaver #221; Righte Point #3409				
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS				
<b>Group 1 SubTotal</b>			<b>\$0.55600</b>	<b>\$111,200.00</b>
<b>Grand Total</b>			<b>\$0.55600</b>	<b>\$111,200.00</b>

**\*\*Award 7/13/2021 – Public Works & Utilities Department/Street Maintenance Division\*\***



BID TABULATION				
BID NO: 210165				
RFB - Hauling - Salt				
BASIS OF AWARD			PEARSON CONSTRUCTION LLC	
Group 1				
Description	Quantity	Unit	Unit Price	Sub Total
Location A to location D, E, F, G, H, I, or J: \$_____/ton Estimated Quantity: 2,100 Ton	2,100.00	TN	\$11.50000	\$24,150.00
Location B to location D, E, F, G, H, I, or J: \$_____/ton Estimated Quantity: 2100 Ton	2,100.00	TN	\$16.50000	\$34,650.00
Location C to location D, E, F, G, H, I, or J: \$_____/ton Estimated Quantity: 2100 Ton	2,100.00	TN	\$21.25000	\$44,625.00
Location D to location F, G, H, I, or J: \$_____/ton Estimated Quantity: 1500 Ton	1,500.00	TN	\$4.25000	\$6,375.00
Location E to location F, G, H, I, or J: \$_____/ton Estimated Quantity: 1500 Ton	1,500.00	TN	\$4.25000	\$6,375.00
Group 1 SubTotal			\$57.75000	\$116,175.00
Grand Total			\$57.75000	\$116,175.00

Award 7-13-2021 Public Works & Utilities Department/Maintenance Division

BID TABULATION BID NO 210156							
RFB - Roof Replacement and Masonry Repair at Kansas Aviation Museum Phase II							
BASIS OF AWARD			JR & COMPANY ROOFING CONTRACTORS			GWALTNEY LLC	
Group 1							
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total
BASE BID: Provide Labor, Material, and Equipment for Comprehensive, All-Inclusive Amount to Replace All Roofing, Insulation, Flashings, and Accessories per specifications and drawings	1.00	LS	\$281,400.00000	\$281,400.00	Corrected Total	\$412,100.00000	\$412,100.00
BASE BID: Unit Price No. 1-Coping Cap Unit, Comprehensive, All-Inclusive Amount to Replace a Single Concrete Coping Cap Unit Including Sealant per specifications and drawings	1.00	EA	\$4,510.00000	\$4,510.00	*60 coping caps to be replaced	\$5,500.00000	\$5,500.00
BASE BID: Unit Price No. 2-Repointing, Comprehensive, All-Inclusive Amount to Re-Point Mortar Joints in an Area Measuring Nominally 2' high by 5' wide at Parapets and Wall Locations per Parapet Elevations Key Notes 7 & 8 on Parapet Elevations.	1.00	EA	\$2,032.00000	\$2,032.00	*96 blocks to be re-point	\$2,500.00000	\$2,500.00
Group 1 SubTotal			\$250,942.00000	\$250,942.00		\$420,100.00000	\$420,100.00
Group 2							
Description	Quantity	Unit	Unit Price	Sub Total		Unit Price	Sub Total
ADD ALTERNATE No 1: Provide Comprehensive Amount to Replace Sealant at Head Joints at all Concrete Coping Caps NOT Identified as being Replaced	1.00	LS	\$7,822.00000	\$7,822.00		\$9,500.00000	\$9,500.00
ADD ALTERNATE No. 2: Provide Comprehensive All-Inclusive Amount to Replace Deteriorated Concrete Coping Caps Including Sealant at Head Joints per specifications and drawings	1.00	LS	\$220,344.00000	\$220,344.00		\$265,000.00000	\$265,000.00
ADD ALTERNATE No 3: Provide Comprehensive All-Inclusive Amount to Re-Point Deteriorated Mortar Joints at all Parapets and Wall Locations per Parapet Key Notes 7 & 8 on Parapet Elevations	1.00	LS	\$203,741.00000	\$203,741.00		\$244,500.00000	\$244,500.00
ADD ALTERNATE No 4: Provide Dollar Amount for 20 year Warranty to Repair or Replace Roofing Damage by Hall Stones of Sizes per specifications and drawings	1.00	LS	\$244,400.00000	\$244,400.00		\$900.00000	\$900.00
ADD ALTERNATE No 5: Provide Comprehensive All-Inclusive Amount to Clean-Out Channel Drains and Fittings on South Observation Deck and North Entry Terrace per specifications and drawings	1.00	LS		\$0.00		\$5,500.00000	\$5,500.00
ADD ALTERNATE No 6: Provide Comprehensive All-Inclusive Amount to Replace Exterior Door Bottoms and Thresholds in Existing Doors Leading to South Terrace and to Exterior from Exhibits at Lower Level per specifications and drawings	1.00	LS		\$0.00		\$6,500.00000	\$6,500.00
Group 2 SubTotal			\$676,307.00000	\$676,307.00		\$531,900.00000	\$531,900.00
Grand Total			\$927,249.00000	\$927,249.00		\$952,000.00000	\$952,000.00

Award 07-13-2021 Base Bid & Add Alt 1 Public Works & Utilities Department/Facilities Maintenance Division

BID TABULATION						
BID NO: 210148						
RFB - Parking Garage Repair - Gander Mountain						
BASIS OF AWARD			JOHN ROHRER CONTRACTING CO INC		RESTEK INC	
Group 1						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
BASE BID: Provide Material, Labor and Equipment to install a quantity of 30 biscuits to be located adjacent to shear plates in precast "T" construction and repair areas R1, R2, & R6. T biscuits may be used in lieu of repair detail R6 on project drawings. T biscuits are to be provided & installed per addendum detail and manufacturer's information. Sika & Materseal and V2 Structural Systems, or Approved Equal at Gander Mountain Parking Garage, 605 S Wichita Ks per specifications.	1.00	LS	\$24,890.00000	\$24,890.00	\$33,200.00000	\$33,200.00
Group 1 SubTotal			\$24,890.00000	\$24,890.00	\$33,200.00000	\$33,200.00
Group 2						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ADD ALTERNATE 1: Topping Slab Crack Repair R3 with Sika & Masterseal or Approved Equal per specification.	1.00	LF	\$6.25000	\$6.25	\$6.75000	\$6.75
Group 2 SubTotal			\$6.25000	\$6.25	\$6.75000	\$6.75
Group 3						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ADD ALTERNATE 3: Topping Slab Joint Concrete Repair R4 with Sika & Masterseal or Approved Equal per specifications.	1.00	LF	\$6.25000	\$6.25	\$8.75000	\$8.75
Group 3 SubTotal			\$6.25000	\$6.25	\$8.75000	\$8.75
Group 4						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ADD ALTERNATE 4: Apply Alternate Costings per specification	500.00	SF	\$9.80000	\$4,900.00	\$8.00000	\$4,000.00
Group 4 SubTotal			\$9.80000	\$4,900.00	\$8.00000	\$4,000.00
Group 5						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ADD ALTERNATE 5: Provide Labor, Material, and Equipment for Replacing all the Stripping and Parking Lines after completion of all repairs & costings.	1.00	LS	\$1,980.00000	\$1,980.00	\$3,900.00000	\$3,900.00
Group 5 SubTotal			\$1,980.00000	\$1,980.00	\$3,900.00000	\$3,900.00
Group 6						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
ADD ALTERNATE 6: Provide unit price to add additional biscuits if need for further repairs if discovered.	1.00	EA	\$420.00000	\$420.00	\$500.00000	\$500.00
Group 6 SubTotal			\$420.00000	\$420.00	\$500.00000	\$500.00
Grand Total			\$27,312.30000	\$32,202.50	\$37,623.50000	\$41,615.50

Award 7-13-2021 Base Bid w/Add Alt 1,3,4,5,& 6 Public Works & Utilities Department/Facilities Maintenance Division

**BID TABULATION**
**BID NO: 210162**
**Wildland Fire Equipment**
**BASIS OF AWARD**
**Group 1**

			MACKENZIE ENTERPRISES		ED M FELD EQUIPMENT CO INC		S & H ACQUISITION LLC		EMERGENCY FIRE EQUIPMENT INC	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
3/4" Forestry Hose as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited, Myti-Flow ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	35.00	EA	\$39.50000	\$1,382.50	\$53.25000	\$1,863.75	\$43.18000	\$1,511.30	\$105.00000	\$3,675.00
1" Forestry Hose as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited Fireboss ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	29.00	EA	\$124.50000	\$3,610.50	\$162.83000	\$4,722.07	\$115.34000	\$3,344.86	\$131.25000	\$3,806.25
1 1/2" Forestry Hose as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited Fireboss ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	30.00	EA	\$157.75000	\$4,732.50	\$206.00000	\$6,180.00	\$128.98000	\$3,869.40	\$172.50000	\$5,175.00
1 1/2" Suction Hose as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited Draftline ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	5.00	EA	\$89.75000	\$448.75	\$65.52000	\$327.60	\$122.80000	\$614.00	\$63.75000	\$318.75
Foot Valve/Strainer as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited 70FLPV15NF ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	3.00	EA	\$91.75000	\$275.25	\$85.12000	\$255.36	\$134.74000	\$404.22	\$70.00000	\$210.00
1" Gaskets as per specifications. Package of 10	4.00	EA	\$15.00000	\$60.00	\$12.87000	\$51.48	\$13.75000	\$55.00	\$39.38000	\$157.52
1 1/2" Gaskets as per specifications. Package of 10	4.00	EA	\$15.00000	\$60.00	\$15.21000	\$60.84	\$16.25000	\$65.00	\$39.36000	\$157.52
Hose Pack as per specifications. Approved Manufacturer/Model: Mystery Ranch Double Dragon ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE	17.00	EA	\$110.00000	\$1,870.00	\$142.56000	\$2,423.52	\$142.06000	\$2,415.02	\$137.50000	\$2,337.50

ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

Twain-Tip Forestry Nozzle as per specification  
Approved Manufacturer/Model: S&H NZ-TT-1FNP  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1" Adjustable Nozzle as per specifications  
Approved Manufacturer/Model: Brooks 101PT  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

3/4" Nozzle as per specifications.  
Approved Manufacturer/Model: Gilmer 852812-1001  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

3/4" Dual Range Nozzle as per specifications  
Approved Manufacturer/Model: S&H NZ-DRB-34GHT  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1" Ball Valve as per specifications  
Approved Manufacturer/Model: S&H SOV-SW-1FNP  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1" Dual Range Nozzle as per specifications.  
Approved Manufacturer/Model: S&H NZ-DRB-1FNP  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

Smooth Bore Tip as per specifications  
Approved Manufacturer/Model: S&H NZ-SB-1  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

Smooth Bore Tip as per specifications  
Approved Manufacturer/Model: S&H NZ-SBT-1  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER

3.00	EA	\$250.95000	\$752.85	\$225.15000	\$875.45	\$198.94000	\$586.82	\$265.00000	\$795.00
3.00	EA	\$18.50000	\$55.50	\$25.00000	\$75.00	\$10.56000	\$31.68	\$17.48000	\$52.47
10.00	EA	\$6.85000	\$68.50	\$24.58000	\$245.80	\$25.73000	\$257.30	\$11.99000	\$119.90
2.00	EA	\$65.50000	\$131.00	\$60.34000	\$120.68	\$64.80000	\$129.60	\$66.20000	\$132.40
15.00	EA	\$124.50000	\$1,867.50	\$121.79000	\$1,826.85	\$118.33000	\$1,774.95	\$142.04000	\$2,130.60
12.00	EA	\$67.25000	\$807.00	\$60.34000	\$724.08	\$63.15000	\$757.80	\$65.86000	\$790.32
12.00	EA	\$52.85000	\$634.20	\$48.85000	\$586.20	\$50.94000	\$611.28	\$54.69000	\$656.28
12.00	EA	\$52.85000	\$634.20	\$48.85000	\$586.20	\$50.94000	\$611.28	\$54.69000	\$656.28

MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Smooth Bore Tip as per specification

Approved Manufacturer/Model: S&H NZ-SBT-1  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1 1/2" Ball Valve as per specifications  
Approved Manufacturer/Model: S&H SOV-SW-15FNH  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1 1/2" Dual Range Nozzle as per specifications  
Approved Manufacturer/Model: S&H NZ-DR60-15FNH  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Smooth Bore Tip as per specifications.  
Approved Manufacturer/Model: S&H NZ-SBT-15  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Applicator Wand as per specifications.  
Approved Manufacturer/Model: S&H APP2  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Combination Filler & Mop-up Nozzle as per  
specifications.  
Approved Manufacturer/Model: De Luna's Dual  
Purpose Nozzle  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Hose Clamp as per specifications.  
Approved Manufacturer/Model: S&H HC-15  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

2.5"-1.5" Reducer as per specifications.  
Approved Manufacturer/Model: Kochek 37R2515  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE

12.00	EA	\$52.85000	\$634.20	\$48.85000	\$586.20	\$60.94000	\$611.28	\$54.96000	\$658.52
14.00	EA	\$133.75000	\$1,872.50	\$130.72000	\$1,830.08	\$127.00000	\$1,778.00	\$152.46000	\$2,134.44
12.00	EA	\$83.50000	\$1,002.00	\$76.99000	\$923.88	\$80.56000	\$966.72	\$84.01000	\$1,008.12
36.00	EA	\$55.75000	\$2,007.00	\$51.48000	\$1,853.28	\$53.75000	\$1,935.00	\$54.69000	\$1,966.84
3.00	EA	\$91.50000	\$244.50	\$79.78000	\$239.34	\$77.51000	\$232.53	\$93.05000	\$278.15
2.00	EA	\$51.25000	\$102.50	\$73.51000	\$147.02	\$64.80000	\$129.60	\$62.50000	\$125.00
5.00	EA	\$64.50000	\$322.50	\$58.10000	\$290.50	\$56.45000	\$282.25	\$67.76000	\$338.80
5.00	EA	\$28.25000	\$141.25	\$23.80000	\$119.00	\$24.81000	\$124.05	\$15.50000	\$77.50

ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1.5"-1" Reducer as per specifications.  
Approved Manufacturer/Model: Kochek 37R151  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1"-GHT Reducer as per specifications.  
Approved Manufacturer/Model: Kochek 237R1PG  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

GHT Shut Off Valve as per specifications.  
Approved Manufacturer/Model: Gilmer Model #7110  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

2.5" NH Double Male as per specifications.  
Approved Manufacturer/Model: Kochek 36R2525  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

2.5" NH Double Male as per specifications.  
Approved Manufacturer/Model: Kochek 36R2525  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1.5" NH Double Male as per specifications.  
Approved Manufacturer/Model: Kochek 36R1515  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1.5" NH Double Female as per specifications.  
Approved Manufacturer/Model: Kochek 35R1515  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1" NH Double Male as per specifications.  
Approved Manufacturer/Model: Kochek 36R11  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER

13.00	EA	\$24.50000	\$318.50	\$20.56000	\$267.28	\$21.67000	\$281.71	\$29.00000	\$377.00
30.00	EA	\$19.25000	\$577.50	\$16.23000	\$466.90	\$13.89000	\$416.70	\$15.63000	\$468.90
24.00	EA	\$5.75000	\$138.00	\$24.03000	\$576.72	\$25.15000	\$603.60	\$8.74000	\$209.76
5.00	EA	\$25.75000	\$128.75	\$21.63000	\$108.15	\$24.16000	\$120.80	\$22.50000	\$112.50
5.00	EA	\$38.95000	\$184.75	\$21.63000	\$108.15	\$32.77000	\$163.85	\$22.50000	\$112.50
10.00	EA	\$18.75000	\$187.50	\$17.43000	\$174.30	\$17.08000	\$170.80	\$18.13000	\$181.30
10.00	EA	\$29.50000	\$295.00	\$24.62000	\$246.20	\$30.50000	\$305.00	\$23.13000	\$231.30
2.00	EA	\$20.65000	\$41.30	\$18.63000	\$37.26	\$24.80000	\$49.60	\$21.88000	\$43.76

MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1" NH Double Female as per specifications.  
Approved Manufacturer/Model: Kochek 35R11  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1" NPSH Double Male as per specifications.  
Approved Manufacturer/Model: Kochek Z36R1P1P  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1" NPSH Double Female as per specifications.  
Approved Manufacturer/Model: Kochek Z36R1P1P  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1" Gated Wye as per specifications.  
Approved Manufacturer/Model: S&H WV-1NP-1NP  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1.5" Gated Wye as per specifications.  
Approved Manufacturer/Model: S&H WV-15NH-1NP  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

1.5" Gated Wye as per specifications.  
Approved Manufacturer/Model: S&H WV-15NH-15NH  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

2.5" Gated Wye as per specifications.  
Approved Manufacturer/Model: S&H WV-25NH-15NH  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

GHT Gated Wye as per specifications.  
Approved Manufacturer/Model: Gilmour Model #7120  
ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS

2.00	EA	\$27.50000	\$55.00	\$22.23000	\$44.46	\$28.42000	\$56.84	\$18.75000	\$37.50
10.00	EA	\$20.65000	\$206.50	\$16.77000	\$167.70	\$15.83000	\$158.30	\$21.88000	\$218.80
10.00	EA	\$27.50000	\$275.00	\$22.23000	\$222.30	\$24.25000	\$242.50	\$18.75000	\$187.50
9.00	EA	\$187.95000	\$1,691.55	\$179.06000	\$1,611.54	\$166.34000	\$1,487.06	\$199.68000	\$1,797.12
11.00	EA	\$223.50000	\$2,458.50	\$213.01000	\$2,343.11	\$197.89000	\$2,176.79	\$237.56000	\$2,613.16
13.00	EA	\$223.50000	\$2,905.50	\$213.01000	\$2,769.13	\$197.89000	\$2,572.57	\$237.56000	\$3,068.28
5.00	EA	\$223.50000	\$1,117.50	\$213.01000	\$1,065.05	\$197.89000	\$989.45	\$237.56000	\$1,187.80
24.00	EA	\$10.00000	\$240.00	\$25.24000	\$605.76	\$26.41000	\$633.84	\$12.49000	\$299.76



WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

2 1/2" Hydrant Ball Valve as per specifications.  
Approved Manufacturer/Model: Kocheck HBV25  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1" NPSH- 1" NH Adapter as per specifications.  
Approved Manufacturer/Model: Kocheck 37R1P1  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1" NH-1" NPSH Adapter as per specifications.  
Approved Manufacturer/Model: Kocheck 37R11P  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

GHT- 1" NPSH Enlarger as per specifications.  
Approved Manufacturer/Model: Kocheck Z37RG1P  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1.5" NH -1" NPSH Reducer as per specifications.  
Approved Manufacturer/Model: Kocheck 37R151P  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

1.5" NH - 1" NPSH Tee as per specifications.  
Approved Manufacturer/Model: S&H TV-15NH-1NP  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

Single Spanner Wrench as per specifications.  
Approved Manufacturer/Model: S&H SW1  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS

Double Spanner Wrench as per specifications.  
Approved Manufacturer/Model: S&H SW2  
ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS

5.00	EA	\$229.85000	\$1,149.25	\$242.46000	\$1,212.30	\$246.24000	\$1,231.20	\$416.25000	\$2,081.25
9.00	EA	\$21.95000	\$197.55	\$17.85000	\$160.65	\$17.95000	\$161.55	\$15.63000	\$140.67
7.00	EA	\$21.95000	\$153.65	\$17.85000	\$124.65	\$17.95000	\$125.65	\$15.63000	\$109.41
7.00	EA	\$17.50000	\$122.50	\$14.15000	\$99.05	\$15.96000	\$111.72	\$15.63000	\$109.41
28.00	EA	\$25.50000	\$714.00	\$20.56000	\$575.68	\$18.19000	\$509.32	\$18.75000	\$525.00
18.00	EA	\$65.50000	\$1,179.00	\$63.91000	\$1,150.38	\$62.09000	\$1,117.62	\$74.54000	\$1,341.72
15.00	EA	\$11.95000	\$179.25	\$12.92000	\$193.80	\$12.55000	\$188.25	\$15.06000	\$225.90
15.00	EA	\$13.75000	\$206.25	\$12.92000	\$193.80	\$12.55000	\$188.25	\$15.06000	\$225.90

DESCRIBED IN THE BID SPECIFICATIONS										
Hydrant Wrench Kit as per specifications. Approved Manufacturer/Model: Kochek K48-41 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	5.00	EA	\$115.00000	\$575.00	\$92.63000	\$463.15	\$95.30000	\$476.50	\$143.13000	\$715.65
Adapter Holder as per specifications. Approved Manufacturer/Model: Supply Cache 64010004 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	14.00	EA	\$45.50000	\$637.00	\$72.24000	\$1,011.36	\$59.83000	\$837.62	\$62.44000	\$874.16
USFS Shovel as per specifications. Approved Manufacturer/Model: Forestry Suppliers 85119 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	9.00	EA	\$54.25000	\$578.25	\$75.97000	\$683.73	\$66.60000	\$599.40	\$73.26000	\$659.34
USFS Pulaski as per specifications. Approved Manufacturer/Model: Forestry Suppliers 85274 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	7.00	EA	\$88.95000	\$622.65	\$58.28000	\$407.96	\$102.01000	\$714.07	\$112.21000	\$785.47
Fire Swatter as per specifications. Approved Manufacturer/Model: Forestry Suppliers 85083 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	15.00	EA	\$47.50000	\$712.50	\$55.94000	\$639.10	\$54.60000	\$819.00	\$62.21000	\$933.15
Combi-Tool as per specifications. Approved Manufacturer/Model: Forestry Suppliers 85280 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	7.00	EA	\$89.75000	\$628.25	\$115.36000	\$807.52	\$110.76000	\$775.32	\$112.50000	\$787.50
Bladder Bag as per specifications. Approved Manufacturer/Model: Smokechaser Pro 190514 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	13.00	EA	\$192.50000	\$2,502.50	\$230.74000	\$2,999.62	\$207.40000	\$2,696.20	\$228.14000	\$2,965.82
Rogue Hoe as per specifications. Approved Manufacturer/Model: Prohoe Manufacturing	9.00	EA	\$33.95000	\$305.55	\$84.18000	\$757.62	\$40.47000	\$364.23	\$56.19000	\$505.71

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ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Fusee as per specifications.

Approved Manufacturer/Model: Orion 4100

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Drip Torches w/ mounting bracket as per specifications.

Approved Manufacturer/Model: Forestry Suppliers  
85066

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Mini Drip Torch as per specifications.

Approved Manufacturer/Model: Forestry Suppliers  
85026

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Fuel Bottle as per specifications.

Approved Manufacturer/Model: MSR 11832

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Pump Tool Kit as per specifications.

Approved Manufacturer/Model: Mercedes Textiles  
Limited 70METKIT

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Class A Foam as per specifications.

Approved Manufacturer/Model: Phoschek WD881

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS  
DESCRIBED IN THE BID SPECIFICATIONS

Panel Flagging as per specifications.

Approved Manufacturer/Model: The Supply Cache Inc  
900-28011

ONLY THOSE MANUFACTURERS AND  
PRODUCT NUMBERS LISTED ABOVE ARE  
ACCEPTABLE FOR THIS BID. OTHER  
MANUFACTURERS AND PRODUCT NUMBERS  
WILL NEED TO BE PREQUALIFIED AS

5.00	EA	\$204.95000	\$1,024.75	\$216.18000	\$1,080.90	\$241.50000	\$1,207.50	\$131.25000	\$656.25
6.00	EA	\$216.25000	\$1,297.50	\$206.80000	\$1,240.80	\$208.05000	\$1,248.30	\$242.60000	\$1,455.60
2.00	EA	\$119.75000	\$239.50	\$82.75000	\$185.50	\$94.51000	\$189.02	\$100.76000	\$201.52
4.00	EA	\$21.55000	\$86.20	\$22.43000	\$89.72	\$21.78000	\$87.12	\$23.96000	\$95.84
2.00	EA	\$38.50000	\$77.00	\$67.16000	\$134.32	\$171.44000	\$342.88	\$164.94000	\$329.88
15.00	EA	\$145.00000	\$2,175.00	\$71.01000	\$1,065.15	\$98.50000	\$1,477.50	\$75.88000	\$1,137.90
7.00	EA	\$12.00000	\$84.00	\$31.62000	\$221.34	\$24.27000	\$169.69	\$19.94000	\$139.58

DESCRIBED IN THE BID SPECIFICATIONS										
Flagging as per specifications. Approved Manufacturer/Model: Presco SYBK ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	96.00	EA	\$2.25000	\$216.00	\$2.35000	\$225.60	\$2.23000	\$214.08	\$2.46000	\$236.16
Flagging as per specifications. Approved Manufacturer/Model: Presco CMYG ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	96.00	EA	\$1.75000	\$168.00	\$2.35000	\$225.60	\$1.67000	\$160.32	\$1.71000	\$164.16
Flagging as per specifications. Approved Manufacturer/Model: Presco CMRG ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	96.00	EA	\$1.75000	\$168.00	\$2.35000	\$225.60	\$1.67000	\$160.32	\$1.71000	\$164.16
Flagging as per specifications. Approved Manufacturer/Model: Presco CMPG ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	96.00	EA	\$1.75000	\$168.00	\$2.35000	\$225.60	\$1.67000	\$160.32	\$1.71000	\$164.16
Flagging as per specifications. Approved Manufacturer/Model: Presco CMOG ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	96.00	EA	\$1.75000	\$168.00	\$2.35000	\$225.60	\$1.67000	\$160.32	\$1.71000	\$164.16
Flagging as per specifications. Approved Manufacturer/Model: Presco CUOGBK26 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	45.00	EA	\$2.75000	\$123.75	\$2.70000	\$121.50	\$2.58000	\$116.10	\$2.84000	\$127.80
Flagging as per specifications. Approved Manufacturer/Model: Presco CUPGBK89 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	45.00	EA	\$2.75000	\$123.75	\$2.70000	\$121.50	\$2.58000	\$116.10	\$2.84000	\$127.80
Safety Vest as per specifications. Approved Manufacturer/Model: Fire Ninja Ultra-bright Red-Fire Public Safety Vest ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS	15.00	EA	\$43.75000	\$656.25	\$9.95000	\$149.25	\$54.00000	\$810.00	\$13.71000	\$205.65

DESCRIBED IN THE BID SPECIFICATIONS										
Practice Fire Shelter as per specifications. Approved Manufacturer/Model: NFES 002678 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	9.00	EA	\$179.50000	\$1,615.50	\$219.62000	\$1,976.58	\$213.31000	\$1,919.78	\$234.64000	\$2,111.76
Practice Fire Shelter as per specifications. Approved Manufacturer/Model: NFES 002799 ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	1.00	EA	\$179.50000	\$179.50	\$215.41000	\$215.41	\$230.58000	\$230.58	\$253.64000	\$253.64
Portable Pump as per specifications. Approved Manufacturer/Model: Mercedes Textiles Limited 71WICK100-4HAP ONLY THOSE MANUFACTURERS AND PRODUCT NUMBERS LISTED ABOVE ARE ACCEPTABLE FOR THIS BID. OTHER MANUFACTURERS AND PRODUCT NUMBERS WILL NEED TO BE PREQUALIFIED AS DESCRIBED IN THE BID SPECIFICATIONS	1.00	EA	\$1,175.00000	\$1,175.00	\$1,443.04000	\$1,443.04	\$1,401.56000	\$1,401.56	\$1,752.50000	\$1,752.50
Group 1 SubTotal			\$6,394.90000	\$54,746.40	\$6,772.09000	\$58,403.87	\$6,795.29000	\$54,636.05	\$7,632.80000	\$61,403.68
Grand Total			\$6,394.90000	\$54,746.40	\$6,772.09000	\$58,403.87	\$6,795.29000	\$54,636.05	\$7,632.80000	\$61,403.68

**\*\*Award 07/13/2021 - Wichita Fire Department \*\***

BID TABULATION						
BID NO: 210192						
RFB - HIGH SPEED AIR FOIL MULTI-CORE TURBO BLOWER						
BASIS OF AWARD			AERZEN USA CORP		LONE STAR BLOWER, INC.	
Group 1						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
Base Bid: one (1) new packaged high speed, air foil turbo blower system and appurtenances, as shown on the drawings and as specified.	1.00	LS	\$150,000.00000	\$150,000.00	\$220,624.00000	\$220,624.00
	Group 1 SubTotal		\$150,000.00000	\$150,000.00	\$220,624.00000	\$220,624.00
	Grand Total		\$150,000.00000	\$150,000.00	\$220,624.00000	\$220,624.00

Award 7/13/2021 Group 1 Base Bid Public Works & Utilities Department/Sewage Treatment Division

<b>BID TABULATION</b>							
<b>BID NO: 210160</b>							
<b>RFB - Elevator Maintenance</b>							
<b>BASIS OF AWARD</b>				<b>OTIS ELEVATOR COMPANY</b>		<b>KONE INC</b>	
<b>BASE BID</b>							
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>		<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
GROUP 1: MAIN LIBRARY- 223 SOUTH MAIN	12.00	EA		\$1,365.00000	\$16,380.00	\$300.00000	\$3,600.00
GROUP 2: WICHITA CITY HALL- 455 N. MAIN	12.00	EA		\$1,365.00000	\$16,380.00	\$1,315.00000	\$15,780.00
GROUP 3: WICHITA CITY HALL ATRIUM	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 4: WICHITA CITY HALL PARKING GARAGE 141 W. CENTRAL	12.00	EA		\$1,365.00000	\$16,380.00	\$380.00000	\$4,560.00
GROUP 5: CENTURY II- 225 WEST DOUGLAS	12.00	EA		\$1,365.00000	\$16,380.00	\$980.00000	\$11,760.00
GROUP 6: EXPO HALL- 225 WEST DOUGLAS	12.00	EA		\$1,365.00000	\$16,380.00	\$160.00000	\$1,920.00
GROUP 7: WICHITA ART MUSEUM- 1400 W. MUSEUM BLVD	12.00	EA		\$1,365.00000	\$16,380.00	\$240.00000	\$2,880.00
GROUP 8: WATER FILTER PLANT- 1815 WEST PINE	12.00	EA		\$1,365.00000	\$16,380.00	\$190.00000	\$2,280.00
GROUP 9: SEWAGE TREATMENT PLANT #1 3100 S. GROVE	12.00	EA		\$1,365.00000	\$16,380.00	\$190.00000	\$2,280.00
GROUP 10: SEWAGE TREATMENT PLANT #2 2305 E. 57TH ST. S.	12.00	EA		\$1,365.00000	\$16,380.00	\$190.00000	\$2,280.00
GROUP 11: TYLER PUMP STATION (COWSKIN CREEK) 2727 S. TYLER ROAD	12.00	EA		\$1,365.00000	\$16,380.00	\$60.00000	\$720.00
GROUP 12: CENTRAL MAINTENANCE FACILITY 1801 S. McLEAN	12.00	EA		\$1,365.00000	\$16,380.00	\$120.00000	\$1,440.00
GROUP 14: GREENWAY MANOR- 307 NORTH RIVERVIEW	12.00	EA		\$1,365.00000	\$16,380.00	\$380.00000	\$4,560.00
GROUP 15: McLEAN MANOR- 2627 W.9TH ST. NORTH	12.00	EA		\$1,365.00000	\$16,380.00	\$380.00000	\$4,560.00
GROUP 16: MID-AMERICA ALL-INDIAN CENTER 650 N. SENECA	12.00	EA		\$1,365.00000	\$16,380.00	\$120.00000	\$1,440.00
GROUP 17: CHRIS CHERCHES CITY ARTS FACILITY 334 N. MEAD	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 18: OLD TOWN PLAZA GARAGE 323 N. MOORE (2nd & MEAD)	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 19: OLD TOWN HOTEL PARKING GARAGE 215 N. MOSLEY	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 20: DOUGLAS BLOCK PARKING GARAGE 360 E. WILLIAM	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 21: FIRE STATION #1- 731 N. MAIN	12.00	EA		\$1,365.00000	\$16,380.00	\$60.00000	\$720.00
GROUP 22: POLICE PROPERTY & EVIDENCE ROUNDS & PORTER BLDG.- 430 N. WACO	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 23: ROUNDS & PORTER BLDG. (STORAGE AREA) 430 N. WACO	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 24: AIRPORT AUTHORITY- MID- CONTINENT EXECUTIVE SUITES- 1761 AIRPORT RD.	12.00	EA		\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 25: AIRPORT AUTHORITY - WICHITA EISENHOWER NATIONAL AIRPORT -AIRPORT	12.00	EA		\$1,365.00000	\$16,380.00	\$2,590.00000	\$31,080.00

TERMINAL 2277 SOUTH EISENHOWER PARKWAY AIRPORT GARAGE 2280 SOUTH EISENHOWER PARKWAY.						
GROUP 26: AIRPORT AUTHORITY – WICHITA EISENHOWER NATIONAL AIRPORT – AIRPORT TERMINAL 2277 SOUTH EISENHOWER PARKWAY	12.00	EA	\$1,365.00000	\$16,380.00	\$800.00000	\$9,600.00
GROUP 27: ADVANCE LEARNING LIBRARY - 711 W 2nd STREET N	12.00	EA	\$1,365.00000	\$16,380.00	\$160.00000	\$1,920.00
GROUP 28: MARKET STREET GARAGE - 215 S MARKET	12.00	EA	\$1,365.00000	\$16,380.00	\$380.00000	\$4,560.00
GROUP 29: KANSAS AVIATION MUSEUM – 3350 GEORGE WASHINGTON BLVD	12.00	EA	\$1,365.00000	\$16,380.00	\$80.00000	\$960.00
GROUP 13: STATE OFFICE BUILDING PARKING GARAGE - 121 S. EMPORIA	12.00	EA	\$1,365.00000	\$16,380.00	\$380.00000	\$4,560.00
	BASE BID SubTotal		\$39,585.00000	\$475,020.00	\$10,095.00000	\$121,140.00
GROUP 2						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
OPTION 1: MECHANIC RATE COST PER HOUR- NORMAL BUSINESS HOURS	1.00	HR	\$250.00000	\$250.00	\$204.87000	\$204.87
OPTION 2: MECHANIC RATE COST PER HOUR- AFTER BUSINESS HOURS	1.00	HR	\$425.00000	\$425.00	\$348.28000	\$348.28
OPTION 3: MECHANIC RATE COST PER HOUR- HOLIDAY RATE	1.00	HR	\$425.00000	\$425.00	\$409.75000	\$409.75
OPTION 4: CREW RATE (MECHANIC & HELPER) COST PER HOUR- NORMAL BUSINESS HOURS	1.00	HR	\$450.00000	\$450.00	\$378.86000	\$378.86
OPTION 5: CREW RATE (MECHANIC & HELPER) COST PER HOUR- AFTER BUSINESS HOURS	1.00	HR	\$765.00000	\$765.00	\$644.06000	\$644.06
OPTION 6: CREW RATE (MECHANIC & HELPER) COST PER HOUR- HOLIDAY RATE	1.00	HR	\$765.00000	\$765.00	\$757.73000	\$757.73
	GROUP 2 SubTotal		\$3,080.00000	\$3,080.00	\$2,743.55000	\$2,743.55
	Grand Total		\$42,665.00000	\$478,100.00	\$12,838.55000	\$123,883.55

Award 07-13-2021 Base Bid and All Options Various Departments, Boards, & Agencies



BID TABULATION				
BID NO: 210166				
RFB - Filters - Air Conditioning and Furnance				
BASIS OF AWARD			TRI-DIM FILTER CORPORATION	
Group 1				
Description	Quantity	Unit	Unit Price	Sub Total
Line 1: FILTER, AIR, FRAMED, 12 X 20 X 1, 12/CS FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	60.00	EA	\$2.58000	\$154.80
Line 2: FILTER, AIR, FRAMED, 16 X 20 X 1, 12/CS (GLASFLOSS ONLY OR APPROVED EQUAL) FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	84.00	EA	\$2.64000	\$221.76
Line 3: FILTER, AIR, FRAMED, 20 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	252.00	EA	\$3.08000	\$776.16
Line 4: FILTER, AIR, FRAMED, 16 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	48.00	EA	\$2.83000	\$135.84
Line 5: FILTER, AIR, FRAMED, 18 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	24.00	EA	\$3.27000	\$78.48
Line 6: FILTER, AIR, FRAMED, 20 X 20 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	12.00	EA	\$2.83000	\$33.96
Line 7: FILTER, AIR, FRAMED, 24 X 30 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	60.00	EA	\$3.84000	\$230.40
Line 8: FILTER, AIR, FRAMED, 25 X 25 X 1, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK	24.00	EA	\$3.75000	\$90.00
Line 9: FILTER, AIR, FRAMED, 16 X 16 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	32.00	EA	\$2.88000	\$92.16
Line 10: FILTER, AIR, FRAMED, 16 X 20 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	60.00	EA	\$2.71000	\$162.60
Line 11: FILTER, AIR, FRAMED, 20 X 20 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	220.00	EA	\$3.01000	\$662.20
Line 12: FILTER, AIR, FRAMED, 20 X 25 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	292.00	EA	\$3.33000	\$972.36
Line 13: FILTER, AIR, FRAMED, 16 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING,	48.00	EA	\$3.01000	\$144.48

VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK				
Line 14: FILTER, AIR, FRAMED, 16 X 25 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	108.00	EA	\$3.01000	\$325.08
Line 15: FILTER, AIR, FRAMED, 16 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	60.00	EA	\$2.64000	\$158.40
Line 16: FILTER, AIR, FRAMED, 16 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	372.00	EA	\$2.83000	\$1,052.76
Line 17: FILTER, AIR, FRAMED, 19 X 27 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	25.00	EA	\$8.24000	\$206.00
Line 18: FILTER, AIR, FRAMED, 20 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	110.00	EA	\$2.83000	\$311.30
Line 19: FILTER, AIR, FRAMED, 20 X 21.5 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	12.00	EA	\$4.57000	\$54.84
Line 20: FILTER, AIR, FRAMED, 20 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	288.00	EA	\$3.08000	\$887.04
Line 21: FILTER, AIR, FRAMED, 22 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	24.00	EA	\$5.12000	\$122.88
Line 22: FILTER, AIR, FRAMED, 24 X 24 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	12.00	EA	\$3.33000	\$39.96
Line 23: FILTER, AIR, FRAMED, 24 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	12.00	EA	\$3.83000	\$45.96
Line 24: FILTER, AIR, FRAMED, 18 X 24 X 2, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK	60.00	EA	\$3.14000	\$188.40
Line 25: FILTER, AIR, FRAMED, 8 X 16 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	24.00	EA	\$3.95000	\$94.80
Line 26: FILTER, AIR, FRAMED, 10 X 36 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	110.00	EA	\$7.01000	\$771.10
Line 27: FILTER, AIR, FRAMED, 12 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	60.00	EA	\$4.61000	\$276.60
Line 28: FILTER, AIR, FRAMED, 14 X 22 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	25.00	EA	\$4.19000	\$104.75

Line 29: FILTER, AIR, FRAMED, 14 X 25 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	96.00	EA	\$2.90000	\$278.40
Line 30: FILTER, AIR, FRAMED, 15 X 20 X 1P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 1 INCH THICK, PLEATED	84.00	EA	\$2.71000	\$227.64
Line 31: FILTER, AIR, FRAMED, 15 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$2.71000	\$65.04
Line 32: FILTER, AIR, FRAMED, 16 X 12 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$3.95000	\$94.80
Line 33: FILTER, AIR, FRAMED, 16 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	1,538.00	EA	\$2.71000	\$4,167.98
Line 34: FILTER, AIR, FRAMED, 16 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	420.00	EA	\$3.01000	\$1,264.20
Line 35: FILTER, AIR, FRAMED, 16 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$3.01000	\$72.24
Line 36: FILTER, AIR, FRAMED, 19-1/2 X 21 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	84.00	EA	\$5.40000	\$453.60
Line 37: FILTER, AIR, FRAMED, 19-1/2 X 29-3/4 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	896.00	EA	\$4.65000	\$4,166.40
Line 38: FILTER, AIR, FRAMED, 19-1/2 X 32 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	144.00	EA	\$9.51000	\$1,369.44
Line 39: FILTER, AIR, FRAMED, 20 X 20 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	1,644.00	EA	\$3.01000	\$4,948.44
Line 40: FILTER, AIR, FRAMED, 20 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$3.27000	\$78.48
Line 41: FILTER, AIR, FRAMED, 20 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	3,456.00	EA	\$3.33000	\$11,508.48
Line 42: FILTER, AIR, FRAMED, 24 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	228.00	EA	\$3.83000	\$873.24
Line 43: FILTER, AIR, FRAMED, 24-1/2 X 29-3/4 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	1,064.00	EA	\$7.35000	\$7,820.40
Line 44: FILTER, AIR, FRAMED, 24 X 24 X 4P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING,	24.00	EA	\$5.60000	\$134.40

VISCOUS-IMPINGE-MENT AND DRY TYPES, 4 INCH THICK, PLEATED				
Line 45: AUTO ROLL FILTER, 31-3/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. TRANE TP3138, PUROLATOR #5390103153 OR APPROVED EQUAL.	4.00	EA	\$105.00000	\$420.00
Line 46: AUTO ROLL FILTER, 54-3/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. TRANE TP5438, PUROLATOR #5390103163 OR APPROVED EQUAL.	4.00	EA	\$90.00000	\$360.00
Line 47: AUTO ROLL FILTER, 55-7/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. CONTINENTAL CORE COP5578, PUROLATOR #5390103058 OR APPROVED EQUAL.	8.00	EA	\$92.00000	\$736.00
Line 48: AUTO ROLL FILTER, 67-7/8" WIDE BY 65' LONG BY 1/2", POLYESTER, MEDI ROLL, TACKIFIED. CONTINENTAL COP6778, PUROLATOR #5390168435 OR APPROVED EQUAL.	10.00	EA	\$142.00000	\$1,420.00
Line 49: FILTER, AIR, FRAMED, 10 X 10 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$2.58000	\$61.92
Line 50: FILTER, AIR, FRAMED, 12 X 16 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$3.95000	\$94.80
Line 51: FILTER, AIR, FRAMED, 12 X 24 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	24.00	EA	\$2.59000	\$62.16
Line 52: FILTER, AIR, FRAMED, 14 X 25 X 2P, 12/CS, FILTER UNITS, THROW-AWAY, AIR CONDITIONING, VISCOUS-IMPINGE-MENT AND DRY TYPES, 2 INCH THICK, PLEATED	12.00	EA	\$3.01000	\$36.12
	<b>Group 1 SubTotal</b>		<b>\$610.22000</b>	<b>\$49,109.25</b>
	<b>Grand Total</b>		<b>\$610.22000</b>	<b>\$49,109.25</b>

Award 07-13-2021 Various Departments, Boards, & Agencies

<b>BID TABULATION</b>						
<b>BID NO: 210182</b>						
<b>RFB - Removal of Mattresses and Box Springs for Recycling</b>						
<b>BASIS OF AWARD</b>			<b>FREEDOM CHALLENGE</b>		<b>OFFENSIVE TIMBER LLC</b>	
<b>Group 1</b>						
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Sub Total</b>	<b>Unit Price</b>	<b>Sub Total</b>
Provide labor, equipment, transportation, loading, and recycling of mattress/box springs per specifications. Cost per mattress/box spring.	14,040.00	EA	\$7.00000	\$98,280.00	\$8.60000	\$120,744.00
	<b>Group 1 SubTotal</b>		<b>\$7.00000</b>	<b>\$98,280.00</b>	<b>\$8.60000</b>	<b>\$120,744.00</b>
	<b>Grand Total</b>		<b>\$7.00000</b>	<b>\$98,280.00</b>	<b>\$8.60000</b>	<b>\$120,744.00</b>

Defer to July 19, 2021

July 12, 2021

## **Purchases Utilizing High Technology Items**

### **Ordinance No. 35-856 Section 2. (g)**

**SUBJECT:** Cisco Smart Net Renewal

Cisco Annual Smart Net Renewal  
Cisco ISE Plus License

FOR A TOTAL OF \$216,406.90

High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. This is also a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
ConvergeOne	Ordinance No. 35-856 Section 2 (g)	\$216,406.90

July 12, 2021

## **Purchases Utilizing High Technology Items**

### **Ordinance No. 35-856 Section 2. (g)**

**SUBJECT:** Adashi Alert and Rollcall

Roll Call – Annual Per User License with Support and Maintenance  
Adashi Alert Annual Subscription

FOR A TOTAL OF \$78,360.00

High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. This is also a sole source of supply when material to be purchased is available from a sole distributor.

Department: Fire Department

Vendor	Reference Authority	Cost
Adashi Systems LLC	Ordinance No. 35-856 Section 2 (g)	\$78,360.00

July 12, 2021

**Purchases Utilizing High Technology Items**

**Ordinance No. 35-856 Section 2. (g)**

**SUBJECT:** Granicus Platform Renewal

Open Platform Suite; EP: \$4,375.82

VoteCast Standard Hardware Package (w/Surface Tablets)(ME); EP: \$10,210.25

Government Transparency Suite; EP: \$21,514.46

Meeting Efficiency Suite; EP: \$21,514.35

VoteCast Station for Meeting Efficiency Suite; EP: \$2,187.92

Peak Agenda Management; EP: \$17,267.13

FOR A TOTAL OF \$77,069.93

High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. This is also a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
Granicus LLC	Ordinance No. 35-856 Section 2 (g)	\$77,069.93



July 12, 2021

**Purchases Utilizing Sole Source of Supply**

**Ordinance No. 35-856 Section 2. (b)**

**SUBJECT:** Copper Anodes

Qty 8, Fortress Ion Chamber Copper Anodes  
Qty 8, Ion Chamber Power Cables

FOR A TOTAL OF \$74,608.21

Department: Public Works & Utilities Department/Water Production

Vendor	Reference Authority	Cost
ONG Consulting LLC	Ordinance No. 35-856 Section 2 (b)	\$74,608.21

July 12, 2021

## **Purchases Utilizing Government Entities Contracts**

### **Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j)**

**SUBJECT:** Microsoft EA Year 3 of 3

EA#: 52046477; City of Wichita Annual Microsoft EA; Contract Name: NASPO  
Software VAR; Contract #: ADSPO16-130651; Agreement # 01E73455,  
Subcontract #: 42145; Coverage Term: 7.1.2021-6.30.2022; Year 3 of 3.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
SHI International 42145	Ordinance No. 38-122 Section 2.64.020 (j)	\$778,334.63

Wichita, Kansas  
July 12, 2021  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Cheryl Busada, Debt Manager, Finance, representing the Director of Finance, Trinh Bui, Principal Budget Analyst, Budget Office, Hannah Lang, Senior Buyer, representing Purchasing, Carter Craig, Fellow, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated June 21, 2021 were read and on motion approved.

Bids were opened June 18, 2021 pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY: Colonel James Jabara Airport Airfield Pavement Rehabilitation.**

Reject all bids.

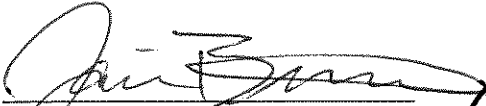
The Purchasing Division recommended that the contracts be rejected as outlined above.

On motion the Board of Bids recommended that the contracts be rejected as outlined above.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works & Utilities

  
Jamie Buster, MPA, CMC  
Deputy City Clerk



**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager  
**DATE:** July 12, 2021

**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**  
**June 18, 2021**

Colonel James Jabara Airport Airfield Pavement Rehabilitation  
**Reject All Bids**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

*Hannah Lang for*  
**Melinda A. Walker**  
**Purchasing Manager**

BID TABULATION								
BID NO: 210154								
RFB - Airport Jabara Airfield Pavement Rehabilitation								
BASIS OF AWARD								
Group 1			PEARSON CONSTRUCTION LLC		CORNEJO & SONS LLC		CONCO INC	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
CONSTRUCTION SAFETY AND SECURITY	1.00	LS	\$120,000.00000	\$120,000.00	\$75,000.00000	\$75,000.00	\$63,000.00000	\$63,000.00
MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	1.00	LS	\$35,000.00000	\$35,000.00	\$47,000.00000	\$47,000.00	\$25,000.00000	\$25,000.00
CONCRETE PAVEMENT REMOVAL (INCLUDING DRAINAGE LAYER)	730.00	SY	\$52.00000	\$37,960.00	\$52.00000	\$37,960.00	\$60.00000	\$43,800.00
JOINT REPAIR	3,200.00	LF	\$8.00000	\$25,600.00	\$7.00000	\$22,400.00	\$7.00000	\$22,400.00
KDOT GRADE 4.0 NON QC/QA CONCRETE PAVEMENT (7" UNIFORM) INCLUDING 4" DRAINAGE LAYER	730.00	SY	\$130.00000	\$94,900.00	\$245.00000	\$178,850.00	\$275.00000	\$200,750.00
ADDITIONAL CONCRETE DEPTH	55.00	CY	\$125.00000	\$6,875.00	\$190.00000	\$10,450.00	\$250.00000	\$13,750.00
SPALL REPAIR	65.00	SF	\$330.00000	\$21,450.00	\$315.00000	\$20,475.00	\$350.00000	\$22,750.00
DIAMOND GRINDING	500.00	SY	\$45.00000	\$22,500.00	\$60.00000	\$30,000.00	\$50.00000	\$25,000.00
PAVEMENT MARKING	1,900.00	SF	\$6.40000	\$12,160.00	\$8.00000	\$15,200.00	\$11.00000	\$20,900.00
GROOVING	1.00	LS	\$25,000.00000	\$25,000.00	\$39,000.00000	\$39,000.00	\$32,000.00000	\$32,000.00
Group 1 Sub Total			\$180,696.40000	\$401,445.00	\$161,877.00000	\$476,335.00	\$121,003.00000	\$469,350.00
Grand Total			\$180,696.40000	\$401,445.00	\$161,877.00000	\$476,335.00	\$121,003.00000	\$469,350.00

Reject All Bids Wichita Airport Authority

## PETITIONS FOR PUBLIC IMPROVEMENTS

**TO:** Robert Layton, City Manager

**DATE:** July 13, 2021

Public Works & Utilities Department/Engineering Division

The signatures on all the petitions represents 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

### NEW AND REVISED PETITIONS FOR PUBLIC IMPROVEMENTS – GARY JANZEN, CITY ENGINEER

#### Dugan West Kellogg Commercial 3<sup>rd</sup> Addition (south of Kellogg, east of 135<sup>th</sup> Street West) (District IV).

The projects will provide water and paving improvements required for a new residential development. The developer will also construct the improvements under private contract. To comply with state statute regarding the use of special assessment funding, the City must acquire the completed projects.

#### NEW PETITIONS

<b>Water Improvements:</b>	<b><u>Budget</u></b>
448-2021-021543 Phase 1	\$179,000
448-2021-021546 Phase 2	\$154,000

<b>Paving Improvements:</b>	<b><u>Budget</u></b>
472-2021-085734 Phase 1	\$433,000
472-2021-085735 Phase 2	\$364,000

**Dugan West Kellogg Commercial 2<sup>nd</sup> and 3<sup>rd</sup> Additions (south of Kellogg, east of 135<sup>th</sup> Street West) (District IV).** On November 3, 2020, the City Council approved petitions for water, sewer, drainage and paving improvements to serve Dugan West Kellogg Commercial 2<sup>nd</sup> Addition. The developer has submitted revised petitions with revised budgets. The developer will also construct the improvements under private contract. To comply with state statute regarding the use of special assessment funding, the City must acquire the completed projects.

#### REVISED PETITIONS

<b>Water Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	<b><u>New Budget</u></b>
448-2020-025955 Phase 1	\$100,000	\$82,000	\$182,000
448-2020-025956 Phase 2	\$61,000	\$47,000	\$108,000

<b>Stormwater Drain Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	<b><u>New Budget</u></b>
458-2021-085482	\$621,000	\$1,114,000	\$1,735,000

<b>Sanitary Sewer Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	<b><u>New Budget</u></b>
468-2020-025952	\$241,000	\$741,000	\$982,000

<b>Paving Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	<b><u>New Budget</u></b>
472-2020-085643 Phase 1	\$514,000	(\$51,000)	\$463,000
472-2020-085644 Phase 2	\$312,000	(\$54,000)	\$258,000

**Schulte-Johnson 2<sup>nd</sup> Addition (west of Maize Road, north of 31<sup>st</sup> Street South) (District IV).** On September 22, 2020, the City Council approved petitions for paving improvements to serve Schulte-Johnson 2<sup>nd</sup> Addition. The developer has submitted revised petitions with paving Phase 1 being split into two paving projects; Phase 1A and Phase 1B. The entrance paving improvement method of assessment was changed to fractional basis from equally per lot basis, with the original budget remaining the same.

**REVISED PETITIONS**

<b>Paving Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	<b><u>New Budget</u></b>
472-2019-085545 Phase 1A	\$417,000	(\$174,000)	\$243,000
<b>Entrance Paving Improvements:</b>	<b><u>Original Budget</u></b>	<b><u>Adjusted Budget</u></b>	
472-2020-085633	\$344,000	(\$0)	

**NEW PETITION**

<b>Paving Improvements:</b>	<b><u>Budget</u></b>
472-2021-085736 Phase 1B	\$222,000

It is recommended that the City Council approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

**Gary Janzen, P.E.**  
**City Engineer**

PETITION  
PHASE I WATER IMPROVEMENTS  
DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION,  
WICHITA, SEDGWICK COUNTY, KANSAS

448-2021-021543

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$179,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION**

Lots 1 through 13, Block A

Lots 2 through 12, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the total cost of the assessments; and Lot 2, Block B, shall pay 8/31 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.



(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$18,549.00, assessed among all property within the proposed Improvement District, on a fractional basis as set forth below:

Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the total cost of the benefit fees; and Lot 2, Block B, shall pay 8/31 of the total cost of the benefit fees.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
MAPLE & RIDGE, LLC, a Kansas limited liability company,  By: <u>Dwayne M. Dugan</u> Dwayne M. Dugan, Manager	   <u>06/21/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3rd ADDITION</u> Lots 1 through 13, Block A Lots 2 through 12, Block B

\*\*\*\*\*

THIS PETITION was filed in my office on 06/25/2021.



[Signature]  
Deputy City Clerk

**PETITION**  
**PHASE 2 WATER IMPROVEMENTS**  
**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION,**  
**WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$154,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION**

Lots 14 through 18, Block A

Lots 13 through 34, Block B

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 20,867.00, assessed equally among all property within the proposed Improvement District, equally per lot.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
MAPLE & RIDGE, LLC, a Kansas limited liability company,  By: <u><i>Dwayne M. Dugan</i></u> Dwayne M. Dugan, Manager	<u>06/21/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3rd ADDITION</u> Lots 14 through 18, Block A Lots 13 through 34, Block B

\*\*\*\*\*

THIS PETITION was filed in my office on 06/23/2021.



*Jan B...*  
Deputy City Clerk

**PETITION**  
**PHASE I PAVING IMPROVEMENTS**  
**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION**  
**WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

I. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Hickory Creek St. from the north line of the plat, south to the south line of Lot 13, Block A; with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement on Hickory Creek Ct (Lots 2 through 4, Block A), from the east line of Hickory Creek St, east to approximately 25 feet west line of the east line of the plat; and on Hickory Creek Ct (Lots 3 through 12, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Hickory Creek St. in accordance with the plans and specifications to be furnished by the City Engineer.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$433,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>rd</sup> ADDITION**

Lots 1 through 13, Block A

Lots 2 through 12, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the total cost of the assessments; and Lot 2, Block B, shall pay 8/31 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
MAPLE & RIDGE, LLC, a Kansas limited liability company,  By: <u><i>Dwayne M. Dugan</i></u> Dwayne M. Dugan, Manager	<u>06/21/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3rd ADDITION</u> Lots 1 through 13, Block A Lots 2 through 12, Block B

\*\*\*\*\*

THIS PETITION was filed in my office on 06/25/2021.



*[Signature]*  
 Deputy City Clerk

PETITION  
PHASE 2 PAVING IMPROVEMENTS  
DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION  
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Hickory Creek St. from the south line of Lot 13, Block A, south to the north line of Lots 32 and 33, Block B, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement on Hickory Creek Ct (Lots 13 through 22, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac; on Hickory Creek Ct (Lots 23 through 32, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac; and on Wheatland St from the east line of Hickory Creek St, east to the east line of Lot 18, Block A, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Hickory Creek St and Wheatland St, and in Reserve C from the south line of Wheatland St, south to the south line of the plat, in accordance with the plans and specifications to be furnished by the City Engineer.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$364,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.



(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>rd</sup> ADDITION**

Lots 14 through 18, Block A

Lots 13 through 34 Block B

(d) The proposed method of assessment is equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
MAPLE & RIDGE, LLC, a Kansas limited liability company,  By: <u><i>Dwayne M. Dugan</i></u> Dwayne M. Dugan, Manager	 <u>06/21/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3rd ADDITION</u> Lots 14 through 18, Block A Lots 13 through 34, Block B

\*\*\*\*\*

THIS PETITION was filed in my office on 06/25/2021.



*Jamie B...*  
Deputy City Clerk

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-259

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 WATER IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (448-2021-021543).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is: **\$179,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 1 through 13, Block A**

**Lots 2 through 12, Block B**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

**Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the cost of the assessments; and Lots 2, Block B, shall pay 8/31 of the total cost of the assessments.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$18,549.00, assessed among all property within the proposed Improvement District, on a fractional basis as set forth below:**

**Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the total cost of the benefit fees; and Lot 2, Block B, shall pay 8/31 of the total cost of the benefit fees.**

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, per the petition approved by the Governing Body.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-260

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 WATER IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (448-2021-021546).**

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is: **\$154,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 14 through 18, Block A**

**Lots 13 through 34, Block B**

- (d) The proposed method of assessment is **equally per lot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

- (g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$20,867.00, assessed equally among all property within the proposed Improvement District, equally per lot.**

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, per the petition approved by the Governing Body.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law



(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-261

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 PAVING IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (472-2021-085734).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the "Improvements"):

Construction of pavement on Hickory Creek St, from the north line of the plat, south to the south line of Lot 13, Block A; with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement on Hickory Street Ct (Lots 2 through 4, Block A), from the east line of Hickory Creek St, east to approximately 25 feet west line of the east line of the plat; and on Hickory Creek Ct (Lots 3 through 12, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Hickory Creek St, in accordance with the plans and specifications be furnished by the City Engineer of the City of Wichita, Kansas.

b) The estimated or probable cost of the proposed Improvements is: **\$433,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 1 through 13, Block A**

**Lots 2 through 12, Block B**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

**Lots 1 through 13, Block A, and Lots 3 through 12, Block B, shall each pay 1/31 of the total cost of the assessments; and Lot 2, Block B, shall pay 8/31 of the total cost of the assessments.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, per the petition approved by the Governing Body.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-262

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 PAVING IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (472-2021-085735).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the "Improvements"):

**Construction of pavement on Hickory Creek St, from the south line of Lot 13, Block A, south to the north line of Lots 32 and 33, Block B, with drainage to be installed where necessary.**

**That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.**

**Construction of pavement on Hickory Street Ct (Lots 13 through 22, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac; on Hickory Creek Ct (Lots 23 through 32, Block B), from the west line of Hickory Creek St, west to and including the cul-de-sac; and on Wheatland St from the east line of Hickory Creek St, east to the east line of Lot 18, Block A, with drainage to be installed where necessary.**

**That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.**

**Construction of sidewalk on one side of Hickory Creek St and Wheatland St, and in Reserve C from the south line of Wheatland St, south to the south line of the plat, in accordance with the plans and specifications be furnished by the City Engineer.**

b) The estimated or probable cost of the proposed Improvements is: **\$364,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 14 through 18, Block A**

**Lots 13 through 34, Block B**

(d) The proposed method of assessment is **equally per lot**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, per the petition approved by the Governing Body.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

PETITION 448-2020-025955  
**PHASE 1 WATER IMPROVEMENTS**  
**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION,**  
**WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$182,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

Lots 5 through 17, 36 through 37, Block A

Lots 1 and 10, Block B

Lots 1 through 15, Block C

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

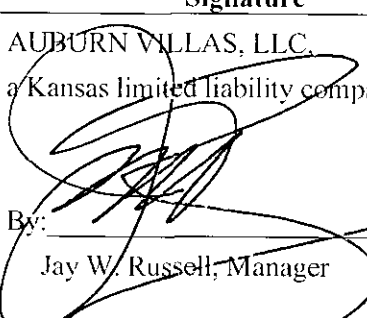
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 24,820.00, assessed equally among all property within the proposed Improvement District, equally per lot.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

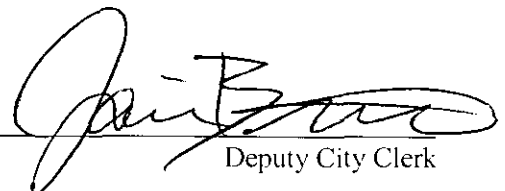
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By:  Jay W. Russell, Manager	<u>06/22/21</u>	DUGAN WEST KELLOGG COMMERCIAL 2 <sup>ND</sup> ADDITION Lots 5 through 17, 36 through 37, Block A Lots 1 and 10, Block B Lots 1 through 15, Block C

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THIS PETITION was filed in my office on 06/25/2021.



  
Deputy City Clerk



PETITION 448-2020-025956  
**PHASE 2 WATER IMPROVEMENTS**  
**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION,**  
**WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$108,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

Lots 18 through 35, Block A

Lots 2 through 9, Block B

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

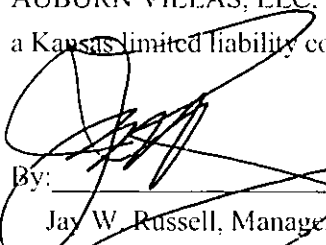
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$ 20,166.00, assessed equally among all property within the proposed Improvement District, equally per lot.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By: _____ Jay W. Russell, Manager	<u>04/22/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 2<sup>ND</sup> ADDITION</u> Lots 18 through 35, Block A Lots 2 through 9, Block B

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THIS PETITION was filed in my office on Oct 25 / 2021.



  
Deputy City Clerk

SWD #468  
PETITION 458-2021-085482

**STORM WATER DRAIN IMPROVEMENTS  
DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION and  
DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION,  
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water drainage system, including necessary pipes and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$1,735,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

Lots 5 through 37, Block A

Lots 1 through 10, Block B

Lots 1 through 15, Block C

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

Lots 1 through 18, Block A

Lots 2 through 34, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lots 5 through 37, Block A, Lots 1 through 10, Block B, and Lots 1 through 15, Block C, Dugan West Kellogg Commercial 2<sup>nd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; Lots 1 through 18, Block A, and Lots 3 through 34, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; and Lot 2, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall pay 8/116 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

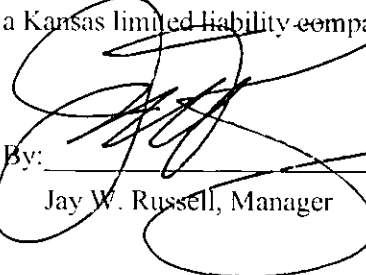
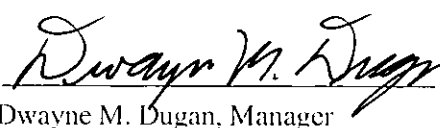
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.


5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By: _____ Jay W. Russell, Manager	 <u>06/22/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 2<sup>ND</sup> ADDITION</u> Lots 5 through 37, Block A Lots 1 through 10, Block B Lots 1 through 15, Block C  <u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3<sup>RD</sup> ADDITION</u> Lots 1 through 18, Block A Lots 2 through 34, Block B
MAPLE & RIDGE, LLC, a Kansas limited liability company,   By: _____ Dwayne M. Dugan, Manager	 <u>06/21/21</u>	

\*\*\*\*\*

THIS PETITION was filed in my office on 06/25/2021.



  
\_\_\_\_\_  
Deputy City Clerk

PETITION 468-2020-025952  
SANITARY SEWER IMPROVEMENTS  
DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION and  
DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION,  
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$982,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

Lots 5 through 37, Block A  
Lots 1 through 10, Block B  
Lots 1 through 15, Block C

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

Lots 1 through 18, Block A  
Lots 2 through 34, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lots 5 through 37, Block A, Lots 1 through 10, Block B, and Lots 1 through 15, Block C, Dugan West Kellogg Commercial 2<sup>nd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; Lots 1 through 18, Block A, and Lots 3 through 34, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; and Lot 2, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall pay 8/116 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

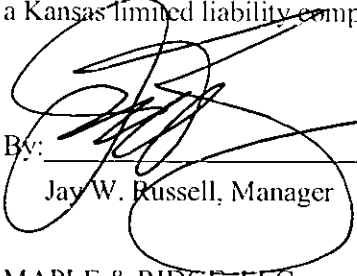
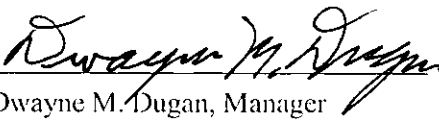
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

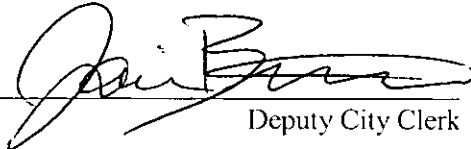
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By: _____ Jay W. Russell, Manager	06/22/21	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 2nd ADDITION</u> Lots 5 through 37, Block A Lots 1 through 10, Block B Lots 1 through 15, Block C
MAPLE & RIDGE, LLC, a Kansas limited liability company,  By: _____ Dwayne M. Dugan, Manager	06/21/21	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 3<sup>RD</sup> ADDITION</u> Lots 1 through 18, Block A Lots 2 through 34, Block B

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THIS PETITION was filed in my office on 06/25/2021.



  
Deputy City Clerk



PETITION 472-2020-085643  
 PHASE 1 PAVING IMPROVEMENTS  
 DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION  
 WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")  
 City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Limuel St, from the north line of the plat, south to the south line of Lot 17, Block A; and on Wheatland St from the east line of Limuel St, east and south to the south line of Lot 36, Block A; with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement on Wheatland Ct from the east line of Wheatland St, east to the west line of Reserve D; with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Limuel St and Wheatland St, in accordance with the plans and specifications to be furnished by the City Engineer.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$463,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2nd ADDITION**

Lots 5 through 37, Block A

Lots 1 through 10, Block B

Lots 1 through 15, Block C

(d) The proposed method of assessment is on a fractional basis as follows:

Lots 5 through 17, 36 and 37, Block A; Lots 1 and 10, Block B, and Lots 1 through 15, Block C, shall each pay  $\frac{4}{154}$  of the total cost of the assessments; Lots 18 through 35, Block A, and Lots 2 through 9, Block B, shall each pay  $\frac{1}{154}$  of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

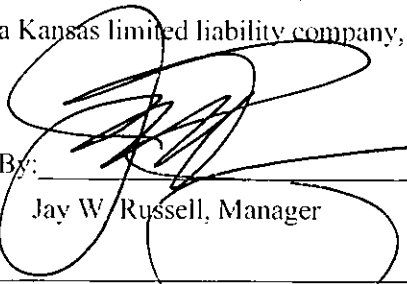
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.


5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By: _____ Jay W. Russell, Manager	 <u>06/22/21</u>	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 2<sup>ND</sup> ADDITION</u> Lots 5 through 37, Block A Lots 1 through 10, Block B Lots 1 through 15, Block C

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THIS PETITION was filed in my office on 06/25/2021.



  
Deputy City Clerk

PETITION 472-2020-085644  
 PHASE 2 PAVING IMPROVEMENTS  
 DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION  
 WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")  
 City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be acquired in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Limuel St, from the south line of Lot 17, Block A, south to the south line of Lot 22, Block A, on Wheatland St from the south line of Lot 22, Block A, east and north to the south line of Lot 36, Block A, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement for a minimum width of twenty-four (24) feet, from the west line of Wheatland St, west to the east line of Lot 4, Block A, to serve as an access drive within Reserve "C", Dugan West Kellogg Commercial 2<sup>nd</sup> Addition.

Construction of sidewalk on one side of Limuel St and Wheatland St, in accordance with the plans and specifications to be furnished by the City Engineer.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$258,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

Lots 18 through 35, Block A

Lots 2 through 9, Block B

- (d) The proposed method of assessment is equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

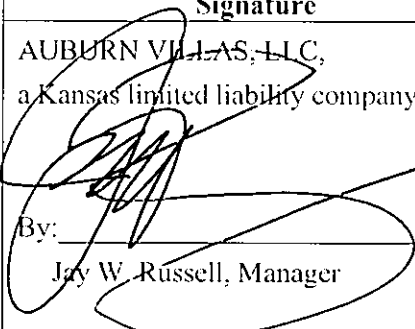
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
AUBURN VILLAS, LLC, a Kansas limited liability company,  By: _____ Jay W. Russell, Manager	06/22/21	<u>DUGAN WEST KELLOGG</u> <u>COMMERCIAL 2<sup>ND</sup> ADDITION</u> Lots 18 through 35, Block A Lots 2 through 9, Block B

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THIS PETITION was filed in my office on 06/25/2021.



  
Deputy City Clerk

(Published in the *Wichita Eagle*, on July 16, 2021)

### RESOLUTION NO. 21-263

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 WATER IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION) (448-2020-025955).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-358** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has changed; and

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is **\$182,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**  
**Lots 5 through 17, 36 through 37, Block A**  
**Lots 1 and 10, Block B**  
**Lots 1 through 15, Block C**

- (d) The proposed method of assessment is **equally per lot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$24,820.00, assessed equally among all property within the proposed Improvement District, equally per lot.**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.



**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-264

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 WATER IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION) (448-2020-025956).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-359** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has changed; and

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

**WHEREAS**, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is **\$108,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

**Lots 18 through 35, Block A**

**Lots 2 through 9, Block B**

- (d) The proposed method of assessment is **equally per lot**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$20,166.00, assessed equally among all property within the proposed Improvement District, equally per lot.**

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-265

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 468 – DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION AND DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (458-2021-085482).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-360** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and the project number authorized by the Prior Resolution has changed; and

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a storm water drainage system, including necessary pipes and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is: **\$1,735,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

**Lots 5 through 37, Block A**

**Lots 1 through 10, Block B**

**Lots 1 through 15, Block C**

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 1 through 18, Block A**

**Lots 2 through 34, Block B**

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

**Lots 5 through 37, Block A, Lots 1 through 10, Block B, and Lots 1 through 15, Block C, Dugan West Kellogg Commercial 2<sup>nd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; Lots 1 through 18, Block A, and Lots 3 through 34, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; and Lot 2, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall pay 8/116 of the total cost of the assessments.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-266

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 PAVING IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 2ND ADDITION) (472-2020-085643).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-362** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and the proposed method of assessment authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of pavement on Limuel St. from the north line of the plat, south to the south line of Lot 17, Block A; and on Wheatland St from the east line of Limuel St, east and south to the south line of Lot 36, Block A; with drainage to be installed where necessary.**



**That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.**

**Construction of pavement on Wheatland Ct from the east line of Wheatland St, east to the west line of Reserve D; with drainage to be installed where necessary.**

**That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.**

**Construction of sidewalk on one side of Limuel St and Wheatland St in accordance with the plans and specifications to be furnished by the City Engineer.**

(b) The estimated or probable cost of the proposed Improvements is: **\$463,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

**Lots 5 through 37, Block A**

**Lots 1 through 10, Block B**

**Lots 1 through 15, Block C**

(d) The proposed method of assessment is **on a fractional basis as follows:**

**Lots 5 through 17, 36 and 37, Block A; Lots 1 and 10, Block B, and Lots 1 through 15, Block C, shall each pay 4/154 of the total cost of the assessments; Lots 18 through 35, Block A, and Lots 2 through 9, Block B, shall each pay 1/154 of the total cost of the assessments.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-267

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 PAVING IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 2ND ADDITION) (472-2020-085644).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-363** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of pavement on Limuel St, from the south line of Lot 17, Block A, south to the south line of Lot 22, Block A, on Wheatland St from the south Line of Lot 22, Block A, east and north to the south line of Lot 36, Block A, with drainage to be installed where necessary.**

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement for a minimum width of twenty-four (24) feet, from the west line of Wheatland St, west to the east line of Lot 4, Block A, to serve as an access drive within Reserve “C”, Dugan West Kellogg Commercial 2nd Addition.

Construction of sidewalk on one side of Limuel St and Wheatland St, in accordance with the plans and specifications to be furnished by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: **\$258,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

**Lots 18 through 35, Block A**

**Lots 2 through 9, Block B**

(d) The proposed method of assessment is **equally per lot**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the acquisition cost of the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-268

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION AND DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION) (468-2020-025952).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-355 and Resolution No. 20-356** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and the proposed method of assessment authorized by the Prior Resolutions has changed and has been combined into one project;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be **acquired** without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

**WHEREAS**, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be **acquired** are as follows (the “Improvements”):

**Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.**

(b) The estimated or probable cost of the proposed Improvements is: **\$982,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**DUGAN WEST KELLOGG COMMERCIAL 2<sup>ND</sup> ADDITION**

**Lots 5 through 37, Block A**

**Lots 1 through 10, Block B**

**Lots 1 through 15, Block C**

**DUGAN WEST KELLOGG COMMERCIAL 3<sup>RD</sup> ADDITION**

**Lots 1 through 18, Block A**

**Lots 2 through 34, Block B**

(d) The proposed method of assessment is on a fractional basis set forth below:

**Lots 5 through 37, Block A, Lots 1 through 10, Block B, and Lots 1 through 15, Block C, Dugan West Kellogg Commercial 2<sup>nd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; Lots 1 through 18, Block A, and Lots 3 through 34, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall each pay 1/116 of the total cost of the assessments; and Lot 2, Block B, Dugan West Kellogg Commercial 3<sup>rd</sup> Addition, shall pay 8/116 of the total cost of the assessments.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be **acquired** in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall **approve** plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for **acquisition cost of the** Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law



PETITION 472-2019-085545  
**PHASE 1A – PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2ND ADDITION  
 WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the “Governing Body”)  
 City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on Westgate St and Graber St, from the north line of Basil St., north and west, to the west line of Lot 18, Block E.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of pavement on Graber Cir, from the east line of Westgate St, east to and including the cul-de-sac,

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Westgate St and Graber St, with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$ 243,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

**SCHULTE-JOHNSON 2ND ADDITION**

Lots 1 through 11, Block C

Lots 6 through 18, Block D

Lot 18, Block E

- (d) The proposed method of assessment is equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

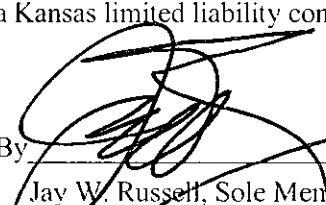
- (f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

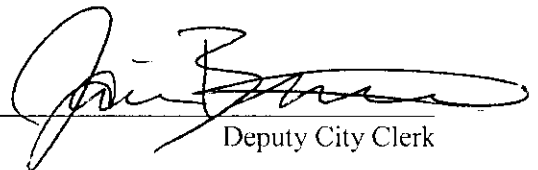
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Russell Investments, L.C. a Kansas limited liability company  By _____ Jay W. Russell, Sole Member	 <u>06/29/21</u>	<u>SCHULTE-JOHNSON 2ND ADDITION</u> Lots 1 through 11, Block C Lots 6 through 18, Block D Lot 18, Block E

\*\*\*\*\*

THIS PETITION was filed in my office on 06/30/2021.



  
Deputy City Clerk

PETITION 472-2020-085633  
**ENTRANCE PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2ND ADDITION  
 WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
 City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Basil St. from the east line of the plat, west to the east line of Westgate St.; construction of pavement on Westgate St and Wildwood St from the south line of Lot 1, Block C, south and west to the east line of Lot 14, Block A.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Basil St., Westgate St., and Wildwood St. with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$ 344,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**SCHULTE-JOHNSON 2ND ADDITION**

Lots 1 through 69, Block A  
 Lots 1 through 20, Block B  
 Lots 1 through 11, Block C  
 Lots 1 through 18, Block D  
 Lots 1 through 18, Block E

(d) The proposed method of assessment is on a fractional basis as described below:

Lots 1 through 69, Block A, Lots 11 through 20, Block B, Lots 1 through 11, Block C, Lots 1 through 18, Block D, Lots 1 through 18, Block E, shall each pay  $1/246$  of the total cost of the assessments; and Lots 1 through 10, Block B, shall each pay  $12/246$  of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


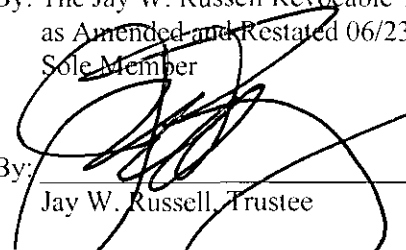
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

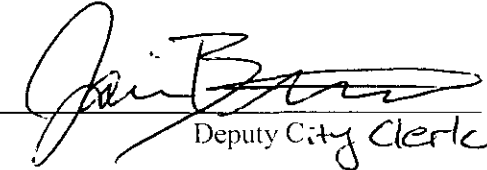
5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Russell Investments, L.C. 		<b>SCHULTE-JOHNSON 2ND ADDITION</b> Lots 14 through 69, Block A Lots 1 through 10, Block B Lots 1 through 11, Block C Lots 1 through 18, Block D Lots 1 through 18, Block E
By: Jay W. Russell, Sole Member	<u>06/29/21</u>	
Red Foxx Rentals, LLC a Kansas limited liability company		Lots 1 through 13, Block A Lots 11 through 20, Block B
By: The Jay W. Russell Revocable Trust, as Amended and Restated 06/23/2020, Sole Member 	<u>06/29/21</u>	
By: Jay W. Russell, Trustee		

\*\*\*\*\*

THIS PETITION was filed in my office on 06/30/2021.



  
Deputy City Clerk

**PETITION**  
**PHASE 1B – PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2ND ADDITION**  
**WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Maize Ct., from the east line of the plat, west and north, to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$ 222,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**SCHULTE-JOHNSON 2ND ADDITION**

Lots 1 through 13, Block A

Lots 11 through 20, Block B

(d) The proposed method of assessment is equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

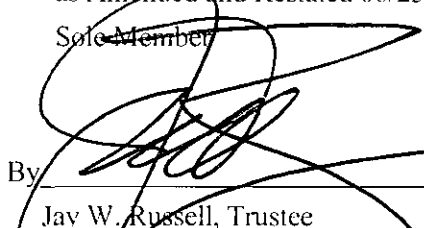
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
Red Foxx Rentals, LLC a Kansas limited liability company  By: The Jay W. Russell Revocable Trust, as Amended and Restated 06/23/2020, Sole Member   By _____ Jay W. Russell, Trustee	          <u>06/27/21</u>	<u>SCHULTE-JOHNSON 2ND ADDITION</u> Lots 1 through 13, Block A Lots 11 through 20, Block B

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THIS PETITION was filed in my office on 06/30/2021.



  
Deputy City Clerk



(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-269

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1A PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION) (472-2019-085545).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-298** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

**Construction of pavement on Westgate St and Graber St, from the north line of Basil St., north and west, to the west line of Lot 18, Block E.**

**That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.**

Construction of pavement on Grabber Cir, from the east line of Westgate St, east to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.

Construction of sidewalk on one side of Westgate St and Grabber St, with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: **\$243,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION**

**Lots 1 through 11, Block B**

**Lots 6 through 18, Block D**

**Lot 18, Block E**

(d) The proposed method of assessment **is equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

## RESOLUTION NO. 21-270

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (ENTRANCE PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION) (472-2020-085633).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 20-303** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the proposed method of assessment authorized by the Prior Resolution has changed;

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolution is hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

**Construction of pavement on Basil St, from the east line of the plat, west to the east line of Westgate St.; construction of pavement on Westgate St and Wildwood St from the south line of Lot 1, Block C, south and west to the east line of Lot 14, Block A.**

**That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet, with drainage to be installed where necessary.**

**Construction of sidewalk on one side of Basil St, Westgate St, and Wildwood St, with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.**

(b) The estimated or probable cost of the proposed Improvements is: **\$344,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION**

**Lots 1 through 69, Block A  
Lots 1 through 20, Block B  
Lots 1 through 11, Block C  
Lots 1 through 18, Block D  
Lots 1 through 18, Block E**

(d) The proposed method of assessment is **on a fractional basis as described below:**

**Lots 1 through 69, Block A, Lots 11 through 20, Block B, Lots 1 through 11, Block C, Lots 1 through 18, Block D, Lots 1 through 18, Block E, shall each pay 1/246 of the total cost of the assessments; Lots 1 through 10, Block B, shall each pay 12/246 of the total cost of the assessments.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

(Published in the *Wichita Eagle*, on July 16, 2021)

# **RESOLUTION NO. 21-271**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1B PAVING IMPROVEMENTS – SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION) (472-2021-085736).**

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

**WHEREAS**, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

**Construction of pavement on Maize Ct, from the east line of the plat, west and north, to and including the cul-de-sac.**

**That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of twenty-eight (28) feet, with drainage to be installed where necessary.**

(b) The estimated or probable cost of the proposed Improvements is: **\$222,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

## **SCHULTE-JOHNSON 2<sup>ND</sup> ADDITION**

**Lots 1 through 13, Block A**

**Lots 11 through 20, Block B**

- (d) The proposed method of assessment is **equally per lot**.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

- (e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

- (f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 2. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

**Section 3. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 4. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

**Section 5. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on July 13, 2021.

(SEAL)

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Brandon J. Whipple, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law



CMB'S FOR July 13, 2021

<u>New</u>	<u>2021</u>	<u>Consumption On Premises</u>
Eric Estes	Qdoba Mexican Eats #2872**	430 N. Rock Rd
<u>Renew</u>	<u>2021</u>	<u>Consumption Off Premises</u>
Jason White	QuikTrip #313***	2821 E. 31 <sup>st</sup> St S
Alexa Siddique	Schulte Food Mart***	11012 Southwest Blvd
Tommy Ly	KC Gas & Groceries***	1102 W. Maple St
<u>New</u>	<u>2021</u>	<u>Consumption Off Premises</u>
Robert Duncan II	Natural Grocers***	10520 W. 13 <sup>th</sup> St N

\*\* General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\* Retailer (Grocery stores, convenience stores, etc.)

To the City Council  
Wichita, Kansas

Date of CC 07/13/2021  
(ORG/PROJ) 40105821/E1006  
(ENG) 472-2020-085654

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

**PRELIMINARY ESTIMATE** of the cost of water improvements to serve 13th Street North,  
west of Ridge Road (District V).

All work done and all materials furnished to be in accordance with plans and specifications on file  
in the office of the City Engineer.

Total Estimated Cost	\$374,500
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CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

---

Gary Janzen, City Engineer

Sworn to and subscribed before me this 13th day of July, 2021.

---

City Clerk

**PRELIMINARY ESTIMATE** of the cost of paving improvements to serve 13<sup>th</sup> Street North, west of Ridge Road. (District V) (472-2020-085654/E1006/40105821) – Total Estimated Cost \$374,500.

Page \_\_\_\_\_ Exhibit \_\_\_\_\_

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL JULY 13, 2021**

**PRELIMINARY ESTIMATE** of the cost of paving improvements for 13<sup>th</sup> Street North, west of Ridge Road, (District V) (472-2020-085654/40105821/E1006) – Total Estimated Cost \$374,500.

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Design Services Agreement for Abilene Place Addition Phases 1 and 2  
(District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the design agreement.

**Background:** On May 25, 2021, the City Council approved petitions for water, sewer, drainage and paving improvements to serve Abilene Place Addition Phases 1 and 2, located east of 167<sup>th</sup> Street West, north of Kellogg.

**Analysis:** The proposed design agreement between the City and Baughman Company P.A., provides for the design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** The design fee for the improvements is \$155,100. Funding was approved by the City Council on May 25, 2021, and is 100% funded by special assessment.

**Legal Considerations:** The design agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

**Attachment:** Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

ABILENE PLACE ADDITION, PHASES 1 & 2

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM** serving Lots 1-27 Block A; Lots 1-17 Block B; Lots 1-6 Block C; Abilene Place Addition, Ph 1 (east of 167<sup>th</sup> Street West, north of Kellogg) (Project No. E1042-47115021\_448-2021-016516).

**SANITARY SEWER MAIN** serving Lots 1-27 Block A; Lots 1-31 Block B; Lots 1-11 Block C; Lots 1-10 Block D; Lots 1-10 Block E; Lots 1-8 Block F; Lots 1-3 Block G; Abilene Place Addition, Ph 1 (east of 167<sup>th</sup> Street West, north of Kellogg) (Project No. E1043-47264221\_468-2021-016521).

**SANITARY SEWER** serving Lots 1-27 Block A; Lots 1-17 Block B; Lots 1-6 Block C; Abilene Place Addition, Ph 1 (east of 167<sup>th</sup> Street West, north of Kellogg) (Project No. E1044-47264221\_468-2021-016523).

**STORMWATER DRAIN 478** serving Lots 1-27 Block A; Lots 1-31 Block B; Lots 1-11 Block C; Lots 1-10 Block D; Lots 1-10 Block E; Lots 1-8 Block F; Lots 1-3 Block G; Abilene Place Addition, Ph 1 & 2 (east of 167<sup>th</sup> Street West, north of Kellogg) (Project No. E1045-47308721\_458-2021-085476).

**LYNNDALE ST.** serving Lots 1-27 Block A; Lots 1-17 Block B; Lots 1-6 Block C; Abilene Place Addition, Ph 1 (east of 167<sup>th</sup> Street West, north of Kellogg) (Project No. E1046-47467921\_472-2021-085724).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Abilene Place Addition Phases 1 & 2, and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.

- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project



Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the project now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit "A".
- C. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. E1042-47115021	\$ 14,100.00
Project No. E1043-47264221	\$ 18,500.00
Project No. E1044-47264221	\$ 25,800.00
Project No. E1045-47308721	\$ 62,500.00
Project No. E1046-47467921	<u>\$ 34,200.00</u>
<b>TOTAL</b>	<b>\$155,100.00</b>

Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
  - 2. Additional design services not covered by the scope of this Agreement.
  - 3. Construction staking, material testing, inspection and administration related to the project.
  - 4. A major change in the scope of services for the project.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance

with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

THE CITY OF WICHITA

\_\_\_\_\_  
Brandon J. Whipple, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Jennifer Magaña*  
\_\_\_\_\_  
for Jennifer Magaña, Director of Law and  
City Attorney

BAUGHMAN COMPANY, P.A.

*Brent Wooten*  
\_\_\_\_\_  
(Name/Title) *Brent Wooten, President*

## EXHIBIT "A"

### SCOPE OF SERVICES

Abilene Place Addition, Phases 1 & 2

(east of 167<sup>th</sup> St. W., north of Kellogg)

(Project Nos. E1042, E1043, E1044, E1045, E1046)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit "A".

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit "A".
3. Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A". The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") **at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A", **also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

16. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**Field Check Plans and an estimate for the project due by N/A.**

**Office Check Plans and an estimate for the project due by July, 2021.**

**Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by August, 2021.**

(remainder of page intentionally blank)

## **Attachment No. 1 to Exhibit "A" – Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water Division  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

**Required Plan Coordinate Information**

**Arterial Street Projects & Infill (Existing Neighborhoods)**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

**II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

**IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

## **Sub-Division Projects**

### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

### **II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; *any necessary points* for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

### **IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

### **V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey



- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**Utility Location Verification Non-CIP Project**

**Projected Bid Date:**

**UTILITY:** \_\_\_\_\_ **Checked by** \_\_\_\_\_ **on** \_\_\_\_\_

**Utility Location:**

- ☐ None in Project Limits      ☐ In Project Limits, No Relocation Necessary  
☐ Utility will need to relocate      ☐ Other (please describe)

**Briefly Describe Type and Location of Facilities within Project:**

\_\_\_\_\_  
\_\_\_\_\_

**Estimate Time for Relocation:** ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

**Weather Sensitive:** ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

**Utility Plan Review:**

- ☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

**Corrections necessary on plan sheets:**

\_\_\_\_\_  
\_\_\_\_\_

**Additional Information requested from Consultant:** \_\_\_\_\_

\_\_\_\_\_

Please email this form on or before  to:

**If relocation is necessary:**

**Estimated clear date:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

**Upon completion of relocation:**

**Relocation complete on:** \_\_\_\_\_

**Completed by** \_\_\_\_\_ **(utility representative) on** \_\_\_\_\_ **(date)**

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)													
Current Date	Work No.	City Design Manager	Consultant	First ULOC	Date of First ULOC	Second ULOC	Date of Second ULOC	Revisions	Date of Revisions	U/W Purchased	Term Utilities notified of 10/yr completion	Project Proposed	Proposed Utility Clear Date (project)
2/21/2013	111111/222222	Kallman	ConLus/Engles	2/21/2013	2/21/2013					No			
<div> <div> <div>Utility</div> <div>needs to relocate</div> <div>(Y/N)</div> </div> <div> <div>Utility in Private</div> <div>encasement</div> <div>(Y/N)</div> </div> </div> <div> <div>Relocation</div> <div>Weather Sensitive</div> <div>(Y/N)</div> </div> <div> <div>Estimated Date of Utility Design Completion</div> <div>Time needed for relocation after utility design complete</div> <div>Date</div> </div>													
Westar (Distribution)													
Location in Project: (Describe Existing Facilities)													
Relocation Needs:													
Comments:													
Westar (Transmission)													
Location in Project: (Describe Existing Facilities)													
Relocation Needs:													
Comments:													

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Blank Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cont
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

## EXHIBIT "B"

### REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City

in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**Exhibit C**  
**CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT**

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect

against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

**EXHIBIT D**  
**CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM**

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Improvements to Cheryl's Hollow 2<sup>nd</sup> Addition Phases 3 and 4 (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On July 21, 2020, the City Council approved petitions for water, sewer, drainage and paving improvements to serve Cheryl's Hollow 2<sup>nd</sup> Addition, Phases 3 and 4, located north of 13<sup>th</sup> Street North, west of 135<sup>th</sup> Street West. On September 22, 2020, the City Council approved the design services agreement.

**Analysis:** The proposed Supplemental Design Agreement No. 1 provides for inspection services related to paving improvements. The Engineering Division has worked closely with the development community to create an effective partnership and business model for project management. As engineering field staff's workload is currently at its optimal efficiency for production and cost, Supplemental Design Agreement No. 1 has been prepared for Baughman Company P.A. to provide the additional services. Baughman Company P.A., as the platting engineer for the developer, can provide the greatest quality service and expertise as a supplement to City staff.

**Financial Considerations:** The design service fee to date is \$105,100. The cost of Supplemental Agreement No. 1 is \$37,300, which brings the total design fee to \$142,400. Funding is available within the existing budget approved by the City Council on July 21, 2020, and is 100% funded by special assessment.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 22, 2020  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated September 22, 2020) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with improvements to the **CHERYL'S HOLLOW 2<sup>ND</sup> ADDITION PHASES 3 & 4** (north of 13th St N, west of 135th St W).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

**INSPECTION SERVICES**

(as per the City of Wichita Standard Construction Engineering Practices)

**KAP, BELLUCK** serving Lots 30 through 34, Block 2; Lots 1 through 3 and 12 through 15, Block 3; Lots 1 through 4 and 8 through 11, Block 4; Lots 1 through 3, Block 5; Lots 1 through 9, Block 10, Cheryl's Hollow 2nd Addition Phase 3 (Project No. E0050-47466020\_472-2020-085621).

**KAP, KENTUCKY LANE** serving Lots 14 through 29, Block 2; Lots 4 through 11, Block 3; Lots 11 through 15, Block 5, Cheryl's Hollow 2nd Addition Phase 4 (Project No. E0051-47466020\_472-2020-085622).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. E0050-47466020	\$20,800.00
Project No. E0051-47466020	\$16,500.00
<b>TOTAL:</b>	<b>\$37,300.00</b>

Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by July, 2021:

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF WICHITA

\_\_\_\_\_  
Brandon J. Whipple, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Brian K. M. Lee*  
\_\_\_\_\_  
f Jennifer Magaña, City Attorney and  
Director of Law

BAUGHMAN COMPANY, P.A.

*Brent Wooten*  
\_\_\_\_\_  
(Name and Title) *Brent Wooten, President*

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 2 for Improvements to R.F. Addition Phase 2 (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 2.

**Background:** On February 4, 2020, the City Council approved petitions for water, sewer, drainage and paving improvements to serve R.F. Addition Phase 2, located south of 31st Street South, east of Rock Road. On December 22, 2020, the City Council approved the design services agreement. On March 23, 2021, the City Council approved Supplemental Design Agreement No. 1 for inspection services related to water, sewer, and paving improvements.

**Analysis:** The proposed Supplemental Design Agreement No. 2 provides for inspection services related to paving improvements. The Engineering Division has worked closely with the development community to create an effective partnership and business model for project management. As engineering field staff's workload is currently at its optimal efficiency for production and cost, Supplemental Design Agreement No. 2 has been prepared for Baughman Company P.A. to provide the additional services. Baughman Company P.A., as the platting engineer for the developer, can provide the greatest quality service and expertise as a supplement to City staff.

**Financial Considerations:** The design service fee to date is \$75,100. The cost of Supplemental Design Agreement No. 2 is \$21,800, which brings the total design fee to \$96,900. Funding is available within the existing budget approved by the City Council on February 4, 2020, and is 100% funded by special assessment.

**Legal Considerations:** Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 2.



SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 22, 2020  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated December 22, 2020) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with improvements to the **R.F. ADDITION PHASE 2** (south of E. 31<sup>st</sup> St. S., east of S. Rock Rd.).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced Agreement is hereby amended to include the following:

**Inspection services for R.F. Addition, Phase 2**

**PAVING BRADFORD, DALTON** serving Lots 12 through 18, Block B; Lots 1 through 11, 47 through 50, and 52 through 55, Block C; Lots 6 through 16, Block D; (Project No. E0036-47165420\_472-2019-085534).

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee of **\$21,800**. Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **N/A**.
- (b) Office check plans by **July, 2021**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **August, 2021**.

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF WICHITA

\_\_\_\_\_  
Brandon J. Whipple, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

*Jennifer Magaña*  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and  
Director of Law

BAUGHMAN COMPANY, P.A.

*Breat Wooten*  
\_\_\_\_\_  
(Name and Title) *Breat Wooten, President*

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Central Standard Brewing's Anniversary Party - Community Event with Alcohol Consumption (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Adopt the resolution to allow alcohol consumption during Central Standard Brewing's Anniversary Party, August 28-29, 2021.

**Background:** A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for Central Standard Brewing's Anniversary Party, scheduled for August 28-29, 2021. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for street closures involved in this event and which are depicted on the attached map. The TED will include a portion of the 100 block of South Greenwood from the north curb line of English Street, extending north for approximately 87 feet to a point even with the north property line of Central Standard Brewing, LLC, located at 156 S. Greenwood. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

**Analysis:** Section 3.11.080 of the Code of the City of Wichita sets forth the criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of public streets have been approved by the City Council. Applying this criteria, staff has reviewed Central Standard Brewing's Anniversary Party application for a community event with consumption of alcoholic liquor allowed and finds that such criteria has been met and recommends approval of the event permit.

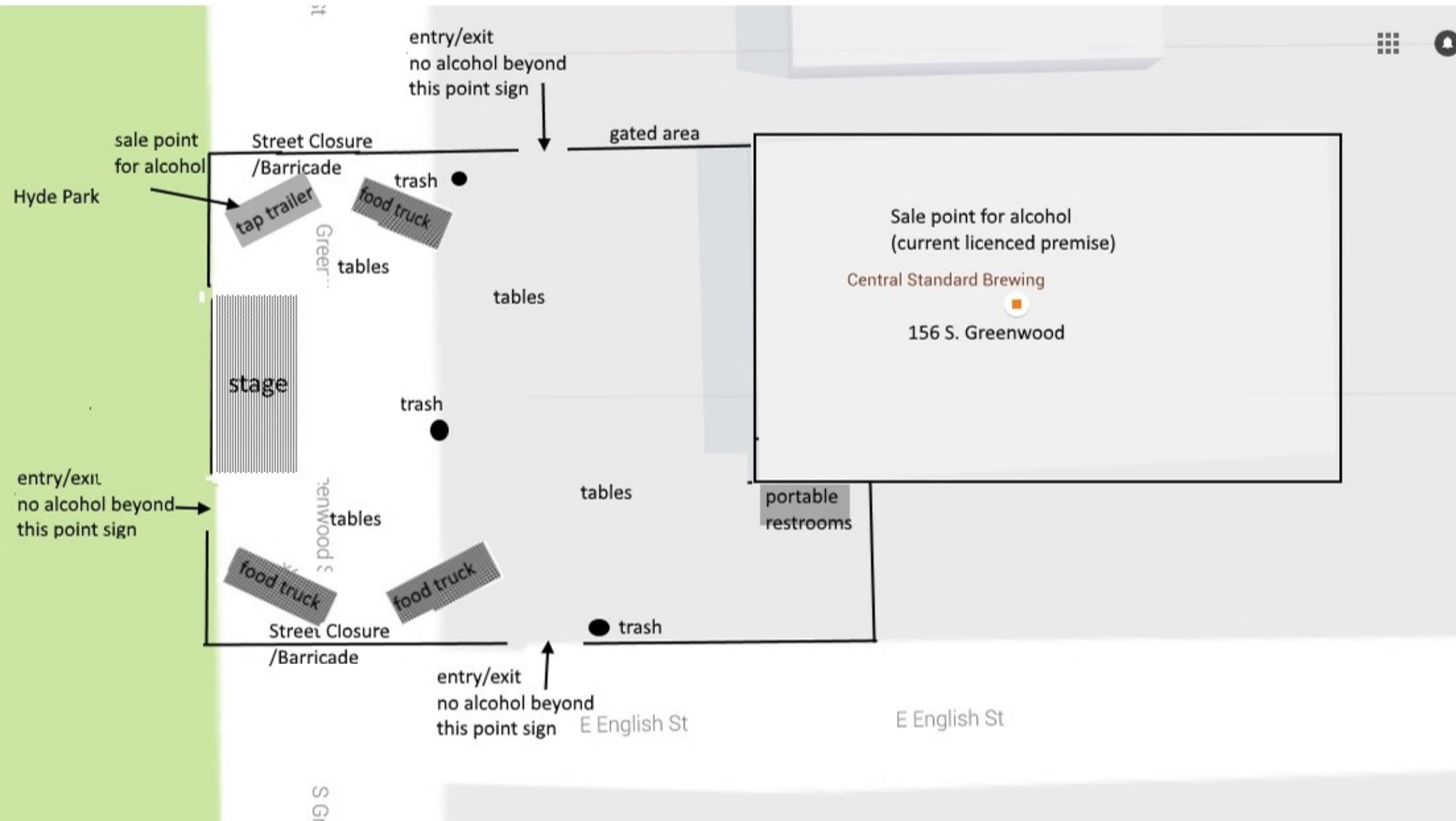
**Financial Consideration:** The event sponsor is responsible for all costs associated with the community event.

**Legal Consideration:** The Law Department has prepared the proposed resolution and approved as to form.

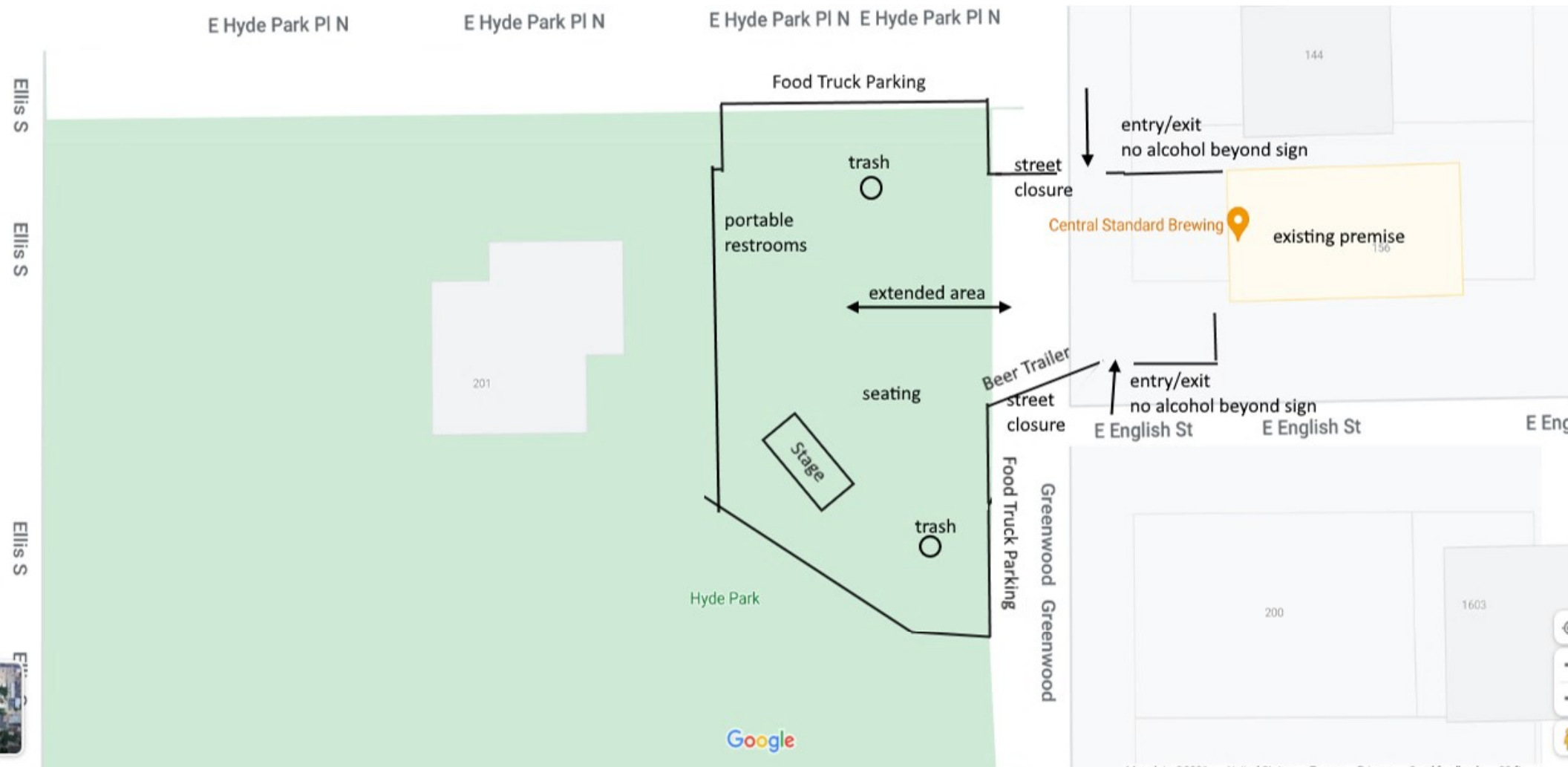
**Recommendation/Actions:** It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during Central Standard Brewing's Anniversary Party, August 28-29, 2021.

**Attachments:** Resolution and maps of proposed sites for consumption of alcoholic liquor for Central Standard Brewing's Anniversary Party.

Saturday, August 28, 2021



Sunday, August 29, 2021



**RESOLUTION NO. 21-258**

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR  
ON PUBLIC STREETS DURING CENTRAL STANDARD BREWING'S  
ANNIVERSARY PARTY COMMUNITY EVENT**

WHEREAS, the City Council has approved as a community event Central Standard Brewing's Anniversary Party to occur on August 28-29, 2021.

WHEREAS, the City Council has approved the 100 block of South Greenwood Avenue to be closed to vehicular traffic from the north curb of English Street for approximately 87 feet to the north, to a point even with the north property line of Central Standard Brewing, LLC, located at 156 S. Greenwood. Such street closure shall be approved from 10:00 a.m. on Saturday, August 28, 2021 to 8:00 p.m. on Sunday, August 29, 2021 with the consumption of alcoholic liquor allowed thereon from 12:00 noon to 11:30 p.m. on Saturday, August 28, 2021 and 12:00 noon to 7:00 p.m. on Sunday, August 29, 2021.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at Central Standard Brewing's Anniversary Party has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution, or the alcoholic liquor will be sold by a caterer licensed through the State of Kansas and the City of Wichita who has provided the required notification pursuant to K.S.A. 41-2643 and amendments thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Central Standard Brewing's Anniversary Party to occur from 12:00 noon to 11:30 p.m. on Saturday, August 28, 2021 and from 12:00 noon to 7:00 p.m. on Sunday, August 29, 2021, as set forth above.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this 13th day of July, 2021.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Brandon J. Whipple, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Blessed Sacrament’s Oktoberfest (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for a temporary street closure.

**Background:** In accordance with the Community Events procedure, the event promoter Samantha Ridder, Blessed Sacrament Church, is coordinating the Blessed Sacrament’s Oktoberfest event, subject to final approval by the City Council.

**Analysis:** Streets closures included as part of a Temporary Entertainment District (TED) are required by ordinance to be approved by the City Council. The TED Resolution will appear on the next City Council Consent Agenda. The following street closure request has been submitted:

**Blessed Sacrament’s Oktoberfest, October 2, 2021, 6:00 am – 11:59 pm**

- Quentin Street, Douglas Avenue to First Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

**Attachments:** None.

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Wagonmasters Chili Cookoff (Districts I and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Dale Walker, Wichita Wagonmasters, is coordinating the Wichita Wagonmasters Chili Cookoff, subject to final approval by the City Council.

**Analysis:** Streets closures included as part of a Temporary Entertainment District (TED) are required by ordinance to be approved by the City Council. The TED Resolution will appear on the next City Council Consent Agenda. The following street closure request has been submitted:

**Wichita Wagonmasters Chili Cookoff, September 25, 2021, 5:00 am – 5:00 pm**

- Douglas Avenue, Emporia Avenue to Mead Street
- St. Francis, William Street to 1<sup>st</sup> Street North

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

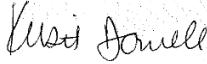
**Attachments:** None.



City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Emergency Connectivity Fund Program

**INITIATED BY:** Wichita Public Library 

**AGENDA:** Consent

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**Recommendation:** Approve the application and any award of funds.

**Background:** Library staff have been monitoring American Rescue Plan Act (ARPA) funding opportunities. On May 10, 2021 the Federal Communications Commission (FCC) adopted a Report and Order (FCC 21-58) establishing the rules and procedures for the Emergency Connectivity Fund Program (ECFP). Congress appropriated \$7.17 billion for the ECFP which Universal Service Administrative Company (USAC) will administer. The ECFP funding opportunity opened on June 29 and applications are due by August 13, 2021.

The ECFP will provide funding to schools and libraries for the reasonable costs of laptop and tablet computers, Wi-Fi hotspots, routers, modems, and broadband internet connections for use by students, school staff, and library patrons at locations other than a school or library. Funding is limited to students, school staff, and library patrons who would otherwise lack access to connected devices and broadband internet services sufficient to engage in remote learning during the COVID-19 pandemic.

**Analysis:** The Wichita Public Library is seeking funding to create 250 internet bundles consisting of a wireless internet hotspot and Chromebook that customers can check out or Chromebooks with internet functionality built in. Providing both a device and a hotspot targets customers with the lowest level of internet and technology access, which is the intent of the ECF. The bundles will check out from all seven Wichita Public Library locations. Internet bundles will check out for a longer than typical period of time to provide long term internet services to those most in need. Initial discussion is for a loan period of three months.

The Library will not fund this project beyond the one-year ECFP funding period. Following the one-year funding period, the Library will return the hotspots which would require ongoing costs for data plans. The Library will continue to check out the Chromebooks to Library customers filling an ongoing need for the loan of computing devices.

**Financial Considerations:** The application is requesting funding not to exceed \$150,000. There is not a required match of funds. Administrative fees are not allowed.

**Legal Considerations:** The Law Department has reviewed and approved the grant application as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Emergency Connectivity Fund Program application and any award.

**Attachment:** None

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Sale of City-owned Property at 1100 North Mosley (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the sale.

**Background:** On May 25, 2021 the City Council declared the property at 1100 North Mosley as surplus and available for sale. The City of Wichita received title to the building at 1100 North Mosley in 2013 as part of a North Industrial Corridor environmental settlement agreement with Kansas Plating. The site has 5,884 square feet and is improved with a 3,240 square-foot warehouse building constructed in 1984. The building does not have any utilities.

**Analysis:** The owner of the properties immediately adjacent to the property on both the north and south sides of the parcel has offered \$23,000 for the property. The buyer has a potential user for the existing facility assuming sufficient parking can be acquired. The buyer intends to demolish the improvements and utilize the site for parking to support its adjacent ownership. The property will be sold subject to an Environmental Use Control Agreement. Additionally, the buyer will allow access to existing monitoring wells.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. Proceeds net of fees and costs will be reimbursed to the North Industrial Corridor Tax Increment Financing (TIF) fund. Additionally, the sale of the property to a private party will place additional value into the tax base and relieve the City of the cost of maintenance.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the Real Estate Purchase Agreement and authorize the necessary signatures.

**Attachments:** Real estate purchase agreement and tract map.



# 1100 North Mosley



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 900





## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and F&K Investments, LLC, a Kansas limited liability company, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quitclaim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:  
  
Lots 6-8 except the west 20 feet for Mosley Ave., Sankey & McCall's Addition, Wichita, Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to the Buyer of the above-described real property, the sum of Twenty-Three Thousand Dollars and Zero Cents (\$23,000) in the manner following to-wit: cash at closing.
4. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
6. It is further agreed by and between the parties hereto that all taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
7. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing.
9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before August 30, 2021.
10. Possession to be given to Buyer at closing
11. Closing costs, if any, shall be paid 50% by Buyer and 50% by Seller.
12. The parties covenant and agree that except for closing, title insurance, easement description, and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

13. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
14. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
- A. Adult Book and Video Stores
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Pay-day loan establishments
  - H. Commercial Billboards
15. The covenants and agreements contained in Paragraphs 13 and 14 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
16. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.
17. Buyer hereby agrees and acknowledges that the subject property is enrolled in the Kansas Department of Health Environment Use Control Program (EUC), Document Number 14-EUC-0007, Project Number C2-087-71993. The EUC runs with the land in perpetuity meaning that all owner(s) of the subject property are bound to the property conditions and restrictions established by the EUC. A copy of the EUC application to this property is

attached as Exhibit A.

18. Buyer hereby agrees and acknowledges that access shall be granted to Seller or Seller's contractors necessary access to sample monitoring wells on the site.
19. Developer and City each represent and warrant to each other that they have not engaged the services of any broker in connection with this agreement or the transaction contemplated hereby and that no person or entity can properly claim a right to a real estate commission, real estate finder's fee, real estate acquisition fee, or other real estate brokerage type compensation (collectively "Real Estate Compensation") based upon the acts of that party with respect to the transaction contemplated by this agreement. Each party hereto agrees to indemnify and defend the other against and to hold the other harmless from any and all costs, loss, liability or expense (including, but not limited to, attorney's fees and return commissions) resulting from any claim for Real Estate Compensation by any person or entity based upon such party's acts. The indemnity contained in this provision shall survive the closing of the transaction contemplated by this agreement.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**



F&K Investments, LLC  
Faissal abu Fasissal, Managing Member

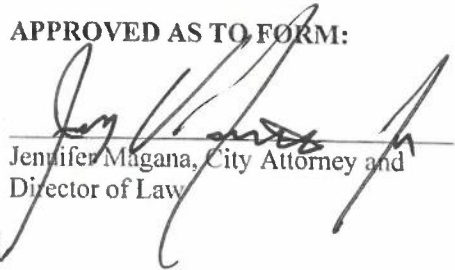
**SELLER**

City of Wichita, Kansas  
Brandon J. Whipple, Mayor

**ATTEST:**

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**



Jennifer Magana, City Attorney and  
Director of Law

## EXHIBIT A



Sedgwick County  
Register of Deeds - Bill Meek  
DOC.#/FLM-PG: 29467716

Receipt #: 1902582  
Pages Recorded: 10  
Cashier Initials: RF

Recording Fee: \$44.00  
Authorized By 

Date Recorded: 8/1/2014 4:03:43 PM



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Grantor	<u>KANSAS PLATING INC</u>
Grantee	<u>SANKEY &amp; MC CALLS ADDITION</u>
Type of Document	<u>AGREEMENT OR COVENANT</u>
Recording Fees	<u>\$44.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$44.00</u>
Return Address	<u>DARREN L BROWN PG</u>
	<u>PUBLIC WORKS &amp; UTILILITES</u>
	<u>1900 E 9TH ST</u>
	<u>WICHITA KS 67214</u>



**DOCUMENT NUMBER:** 14-EUC-0007  
**PROJECT NUMBER:** C2-087-71993  
**PROPERTY CATEGORY:** 2

## **ENVIRONMENTAL USE CONTROL AGREEMENT**

**Kansas Plating, Inc.**, a Kansas corporation, having a mailing address of 316 South Callahan, Wichita, KS 67209, hereinafter referred to as the "Owner", is the owner of real property known as the Kansas Plating Site, located at 1110 North Mosley, Wichita, Kansas, as shown on the map attached hereto and incorporated herein as Exhibit A, hereinafter referred to as the "Property", and more particularly described by the following legal descriptions:

**Lots One (1), Three (3), Five (5), and Seven (7) EXCLUDING the North 5 feet of Lot Seven (7), Washington Avenue, Sankey & McCall's Addition to the City of Wichita, Sedgwick County, Kansas.**

**Lots Two (2), Four (4), Six (6), Eight (8), Ten (10), Twelve (12), Fourteen (14), Sixteen (16), Eighteen (18), Twenty (20), Twenty-Two (22), Twenty-Four (24), Twenty-Six (26) and Twenty-Eight (28) EXCLUDING the West 20 feet for street, Mosley Avenue, Sankey & McCall's Addition to the City of Wichita, Sedgwick County, Kansas.**

And which shall likewise include any and all parcels contained therein.

WHEREAS the Owner has requested, by application to the Kansas Department of Health and Environment, hereinafter referred to as "KDHE", to restrict, prohibit and/or limit certain uses of the Property in accordance with Kansas Statutes Annotated (K.S.A.) 2013 Supp. 65-1,221 *et seq.*

KDHE has approved the Owner's application to restrict, prohibit, and/or limit certain uses of the Property since residual contamination, which exceeds department standards for unrestricted residential use, remains on the Property.

The conditions at the Property as of the date of KDHE's approval of the application are as follows:

**Since the late 1950s, the Property was used as a metal finishing and non-destructive testing facility associated with aircraft manufacturing and aerospace engineering. Soil at the Property is impacted by chromium, cadmium, lead, mercury, and vinyl chloride at concentrations in excess of KDHE's cleanup levels. Groundwater at the Property is impacted by chromium and trichloroethene at concentrations in excess of KDHE's**

DOCUMENT	PROJECT	PROPERTY
NUMBER: 14-EUC-0007	NUMBER: C2-087-71993	CATEGORY: 2

cleanup levels. The Property is also located within the North Industrial Corridor Site in Wichita, Kansas. Additional site characterization and remedial actions are not contemplated in this Agreement but will be addressed under the Settlement Agreement, dated October 31, 1995, between the City of Wichita and KDHE.

KDHE has determined, based on conditions at the Property, the application and other information pertaining to the Property, that environmental use controls are appropriate to ensure future protection of public health and the environment, subject to the conditions herein. Therefore, in accordance with K.S.A. 2013 Supp. 65-1,226 and the rules and regulations promulgated thereunder, the Property is hereby designated by KDHE as a Category 2 property.

The Owner acknowledges that this Agreement runs with the land and is binding on all successors in interest in the Property pursuant to K.S.A. 2013 Supp. 65-1,227(b); and is enforceable by KDHE pursuant to K.S.A. 2013 Supp. 65-1,229, unless and/or until such requirements are mutually terminated in writing by KDHE and Owner or Owner's successor in interest. For purposes of the obligations set forth in this document, "Owner" shall be deemed to include the applying Owner and any and all successors in interest.

This Agreement shall be recorded, by the Owner, with the Sedgwick County Register of Deeds for the purposes of providing notice of the environmental use controls, protecting public health and the environment, and to prevent interference with the operation, performance, and/or maintenance of any remedial actions on the Property.

#### **RESTRICTIONS, PROHIBITIONS AND LIMITATIONS:**

Due to the environmental conditions described above, it is the desire and intention of the Owner to restrict, prohibit, and/or limit the following uses of the Property:

- A. The Property shall not be used for residential purposes of any type including, but not limited to, a residence or dwelling, including a house, apartment, mobile home, nursing home, or condominium; or public use area, including a school, educational center, day care center, playground or similar structure, unrestricted outdoor recreational area, or park.
- B. The Owner shall not allow water wells to be drilled, constructed, or used on the Property for domestic purposes, lawn and gardening, or other means, which use involves or may involve human consumption and/or other possible human contact uses. This restriction does not prohibit drilling, construction or use of water wells for the purpose of containing product or contamination, or for contaminated groundwater recovery, monitoring, or other remediation activities as approved in writing by KDHE.



<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
<b>NUMBER: 14-EUC-0007</b>	<b>NUMBER: C2-087-71993</b>	<b>CATEGORY: 2</b>

- C. The Owner shall not file or petition to initiate re-zoning of the Property without fifteen (15) calendar days prior notification to KDHE.
- D. The Owner shall not allow soils at the Property to be excavated or otherwise disturbed in any manner unless prior authorization is granted in writing by KDHE.
- E. The Owner shall inform contractors, lessees, easement holders, and/or other workers performing any excavation activities on the Property, prior to such activities, of the potential hazards associated with the direct contact and/or transport of any potentially contaminated and/or hazardous soil or other material from the Property. Contractors, lessees, easement holders, and/or other workers shall also be informed by the Owner of any potential hazards associated with releases from contaminated media located on the Property.
- F. The Owner shall preserve, protect and replace, as necessary, all permanent survey markers and benchmarks and all environmental monitoring stations that may be installed on the Property.
- G. The Owner shall consult with KDHE and obtain prior written authorization from KDHE before undertaking any of the following at the Property:
  - 1. Performing work on any monitoring devices or systems on the Property except for routine maintenance and emergency maintenance, in which case KDHE shall be notified of such maintenance as soon as is practicable;
  - 2. Producing food chain crops on the Property;
  - 3. Constructing buildings or other permanent structures on the Property.
- H. The Owner acknowledges that paving and buildings (i.e. structural impediments) at the Property act as a protective cover over contaminated soils. Facility operations within the buildings during the Comprehensive Investigation made complete sampling of the contamination on this Property impracticable. If the structural impediments on this Property are removed or modified in such a manner as to provide for exposure to any potential contamination, the Owner shall notify KDHE no less than fifteen (15) calendar days prior to removal or modification of such structural impediments. KDHE may require soils underlying the structural impediments be tested to determine any additional hazards to human health and the environment from the exposed soil. Based on the potential hazards associated with the exposed soil as determined by KDHE, KDHE may require specific protective or remedial actions to prevent future impacts to human health and the environment.

<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
<b>NUMBER: 14-EUC-0007</b>	<b>NUMBER: C2-087-71993</b>	<b>CATEGORY: 2</b>

### **LOCAL ORDINANCES AND ZONING:**

The Owner and KDHE acknowledge that the following local ordinances and zoning requirements in place at the time of recording this Agreement shall be used in addition to the restrictions, prohibitions and limitations set forth in this Agreement.

**The Property is zoned LI - Limited Industrial by the City of Wichita, Kansas planning department.**

**The Property is governed by a City of Wichita water well ordinance passed on June 25, 1996. The City Ordinance is Municipal Code of Ordinances, Title 7, Chapter 7.30, section 7.30.105 and prohibits the use or installation of drinking water wells within an area deemed by the City to be contaminated.**

### **ACCESS:**

The Owner hereby agrees and conveys to KDHE, its agents, contractors, and employees, access to the Property for the term of this Agreement to enter or come upon the Property to inspect the Property and perform any required action (i.e., monitoring, sampling, etc.) KDHE deems necessary for any one or more of the following purposes:

1. Ensuring that use, occupancy, and activities of and at the Property are consistent with this Agreement;
2. Inspecting protective structures and any other remedial systems to ensure their designed operation, performance and structural integrity;
3. Documenting environmental conditions of and at the Property;
4. Ensuring implementation and enforcement of the requirements, restrictions, prohibitions, and other limitations described in this Agreement; and/or
5. Performing any additional investigations or remediation deemed necessary by KDHE to protect public health and the environment.

### **DURATION:**

The Owner hereby agrees that this Agreement extends in perpetuity unless and/or until removal following approval by KDHE pursuant to K.S.A. 2013 Supp. 65-1,227.

<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
<b>NUMBER: 14-EUC-0007</b>	<b>NUMBER: C2-087-71993</b>	<b>CATEGORY: 2</b>

### **MONITORING AND INSPECTION REQUIREMENTS:**

Groundwater monitoring at the Property, currently overseen by KDHE's Bureau of Environmental Remediation under the auspices of the State Cooperative Program, is conducted under Settlement Agreement Case No. 95-E-0321, dated October 31, 1995, between the City of Wichita and KDHE.

KDHE shall visually inspect the Property once every five years. After each inspection, a written report will be prepared including information on the condition and current uses of the Property, inspection findings, photo documentation and any other information required to verify if the restrictions and terms of this Agreement are being fulfilled. KDHE may consider modifications of the frequency of inspection and reporting if warranted by technical data.

### **FUNDING:**

The Owner hereby agrees to submit to KDHE a one-time payment of \$10,000 to compensate KDHE for costs incurred to perform inspections, monitoring, and tracking of the terms and requirements of this Agreement. The Owner acknowledges that the funding requirement for this Agreement is based on the size of the Property, physical properties of residual contamination, types of protective structures at the Property, frequency of KDHE's anticipated inspections and anticipated inspection costs.

### **OTHER TERMS AND CONDITIONS:**

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any sale, lease, conveyance or other transfer of the Property. The notice shall include the name and business address (if applicable) of the transferee and the expected date of transfer.

The Owner shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee or transferee to comply with the terms of this Agreement. The failure to include such a provision shall not affect the validity or applicability to the Property of this Agreement.

The Owner hereby agrees to provide KDHE a copy of the recorded deed with legal description and corresponding survey map for which this Agreement applies within thirty (30) calendar days of real property conveyance.

The Owner hereby agrees to provide KDHE written notification no less than fifteen (15) calendar days prior to any land use changes at the Property.

The Owner acknowledges that the requirements in this Agreement may not be extinguished, limited or impaired through adverse possession, abandonment, waiver, lack of enforcement, or other common law principles, pursuant to K.S.A. 2013 Supp. 65-1,227(e).



<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
<b>NUMBER: 14-EUC-0007</b>	<b>NUMBER: C2-087-71993</b>	<b>CATEGORY: 2</b>

This Agreement may be modified by mutual written agreement by the Owner and KDHE. Within thirty (30) calendar days of executing an amendment, modification, or termination of this Agreement, the Owner shall record such amendment, modification, or termination with the Sedgwick County Register of Deeds, and within thirty (30) calendar days thereafter, the Owner shall provide a copy of the recorded amendment, modification, or termination to KDHE that bears the seal and/or notarized signature of the Register of Deeds.

#### **ENFORCEABILITY:**

If the terms of this Agreement are not being implemented by the Owner or contamination at the Property presents a hazard to public health or the environment, KDHE may take such action as authorized by K.S.A. 2013 Supp. 65-1,229, including:

- A. Issue an order directing the Owner to correct any deficiencies and fully implement the terms of this Agreement.
- B. Issue an order retracting this Agreement and any remedial action at the Property and requiring the Owner to implement a remedial action at the Property to attain a cleanup standard that will allow for unrestricted use of the Property.

#### **EFFECTIVE DATE OF AGREEMENT:**

The Owner shall provide to KDHE a copy of this Agreement bearing the seal or notarization of the Register of Deeds in **Sedgwick County** within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

The Owner shall provide KDHE with funding as determined by KDHE in accordance with K.S.A. 2013 Supp. 65-1,226 within ninety (90) days from **certified receipt** of this fully executed Agreement from KDHE.

Proper recording of all necessary documents and submission of required funding shall be conditions precedent to the effectiveness of this Agreement.

<b>DOCUMENT</b>	<b>PROJECT</b>	<b>PROPERTY</b>
<b>NUMBER: 14-EUC-0007</b>	<b>NUMBER: C2-087-71993</b>	<b>CATEGORY: 2</b>

IN WITNESS WHEREOF, KDHE and the Owner have entered into and executed this Environmental Use Control Agreement through their duly authorized representatives as of this 17 day of June, 2014.

**Kansas Department of Health and Environment**

By: Robert Moser  
Robert Moser, MD, Secretary

**ACKNOWLEDGMENT:**

STATE OF KANSAS            )  
  )ss:  
COUNTY OF SHAWNEE    )

BE IT REMEMBERED, on this 17<sup>th</sup> day of June, 2014, before me, the undersigned, a Notary Public in and for the State aforesaid, came Robert Moser, MD, Secretary and authorized representative of KDHE, who is personally known to be such person who executed the above document on behalf of KDHE, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Shawnee County, Kansas, the day and year last written above.

Melissa L. Rosdahl  
Notary Public in and for said State



DOCUMENT NUMBER:	14-EUC-0007	PROJECT NUMBER:	C2-087-71993	PROPERTY CATEGORY:	2
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Kansas Plating, Inc.

By: *Susan E. Shain*

Date: 7/8/14

Print Name: SUSAN E. SHAIN

Title: President

**ACKNOWLEDGMENT:**

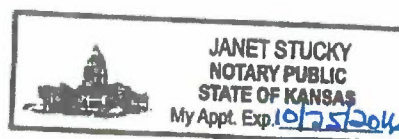
STATE OF Kansas )  
 )ss:

COUNTY OF Sedgwick

BE IT REMEMBERED, on this 8<sup>th</sup> day of July, 2014, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Susan E. Shain, President, authorized representative of Kansas Plating, Inc., who is personally known to be such person who executed the above document on behalf of said corporation, and such person duly acknowledged the execution of the same to be his/her act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Sedgwick County, Kansas, the day and year last written above.

*Janet Stucky*  
Notary Public in and for said County and State



My Term Expires: October 25, 2016





**LEGEND**



EUC Area (approximate)



Local Roads



SITE		14-EUC-0007 Kansas Plating Site Wichita, Kansas	
TITLE		EXHIBIT A	
PROJECT PHASE:		Environmental Use Control	
DRAWN BY:	SA	DATE 5/15/2014	BASEMAP DATE 2008
CHECKED BY:	DR	DATE:	NW/4, Sec. 16, T27S, R01E

City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** Amendment to CARES Act Funding Agreement; Center of Hope, Inc.

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the contract amendment allowing for additional time to expend funding, and authorize the necessary signatures.

**Background:** On October 6, 2020, the City Council approved \$100,000 of Emergency Solutions Grant (ESG) funding received through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding for Center of Hope, Inc. (Center of Hope), for homeless prevention activities. On December 15, 2020, the City Council approved an additional \$100,000 in funding for Center of Hope, also for homeless prevention activities. The funding allocations were incorporated into a single funding agreement. Homeless prevention funding is used to provide short-term rental and utilities assistance for households under threat of eviction due to non-payment of rent.

**Analysis:** The City has received a request from Center of Hope to extend the funding agreement's allotted time to continue to assist families and individuals under threat of eviction and at risk of homelessness. Center of Hope anticipates increased demand for financial assistance as federal stimulus payments to households end.

**Financial Considerations:** There is no impact to the General Fund.

**Legal Considerations:** The Law Department has reviewed and approved the contract amendment as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment allowing for additional time to expend funding, and authorize the necessary signatures.

**Attachment:** Contract Amendments.

**First Amendment to the  
Contract Agreement between  
The City of Wichita Housing and Community Services Department and  
Center of Hope, Inc.**

**THIS CONTRACT AMENDMENT** is executed this 13<sup>th</sup> day of July, 2021 by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and the Center of Hope, Inc., (hereinafter called the Subrecipient), and dated to be effective June 30, 2021

**WITNESSETH THAT:**

**WHEREAS**, on October 6, 2020, the Wichita City Council obligated ESG-CARES federal funds in the amount of \$100,000 for the execution of the approved activity; and

**WHEREAS**, on December 15, 2020, the Wichita City Council obligated additional ESG-CARES federal funds in the amount of \$100,000; and

**WHEREAS**, Center of Hope, Inc. was determined to meet sole source standards for administering the ESG-CARES homeless prevention program; and

**WHEREAS**, on December 15, 2020, the above named entities were parties to a Contract Agreement with the caption as above set out and which details an award in the amount of \$200,000; and

**WHEREAS**, on July 13, 2021, the above named parties now wish to amend said Contract for the purposes of extending the performance period through May 31, 2022; and

**NOW, THEREFORE**, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 15<sup>th</sup> day of December, 2020 are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, Section 2.1, Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending **May 31, 2022**.
- Part A, Section 2.2, Close-out period: Final accomplishment and outcome reports are due to the City by **June 15, 2022**.
- Part A, Section 2.3, Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on **May 31, 2022**.
- Part A, Section 3.7, Closeout Reimbursement: Closeout billings are to be submitted by **June 15, 2022**.
- Part A, Section 9.5, Final Accomplishment Reports: The final report will be due **June 15, 2022**, or the date of final reimbursement, whichever is sooner
- Part B, Performance Period: December 15, 2020 through **May 31, 2022**.

Contract Period: December 15, 2020, through **June 15, 2022.**

## SUBRECIPIENT

George Dinkel \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director  
Center of Hope, Inc.

## CITY OF WICHITA

Brandon J. Whipple  
Mayor

**ATTEST:**

Karen Sublett  
City Clerk

**APPROVED AS TO FORM:**

Jennifer Magana  
City Attorney and Director of Law

Date \_\_\_\_\_

## BLANKET PURCHASE ORDERS RENEWAL OPTIONS JUNE 2021

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Day Reporting Center and Services	6/30/2021	Geo Re-Entry Services LLC	Municipal Court	7/12/2016 - 6/30/2017	Extended 7/1/2021 - 12/31/2021
Groundwater Monitoring Well Sampling for Wellfield	6/30/2021	SCS Aquaterra DBA SCS Engineers	Public Works & Utilities	7/6/2018 - 12/31/2018	3 - 6 month options
Illegal Dumping Cleanup	6/30/2021	Waste Connections of Kansas, Inc.	MABCD, Park & Recreation and Public Works & Utilities	8/1/2019 - June 30, 2020	1 - 1 year option
Illegal Dumping Cleanup	6/30/2022	H. D. Mills & Sons, Inc.	MABCD, Park & Recreation and Public Works & Utilities	8/1/2019 - June 30, 2020	Last Option
Insurance Placement Services, 2020 Property, Liability & Excess Workman's Comp	6/30/2022	Lockton Companies, LLC	Finance	7/1/2020 - 6/30/2021	3 - 1 year options
Interpreter Services (Remote)	6/30/2022	Telelanguage, Inc.	City Manager's Office / Call Center	7/1/2018 - 6/30/2019	1 - 1 year option
Maintenance Service on Power Files	6/30/2021	Records Retrieval Systems, Inc.	Police	7/1/2002 - 6/30/2003	Annual Basis
Mobile Digital Camera Technical Support Services	6/30/2022	Transit Solutions, LLC	Wichita Transit	7/1/2019 - 6/30/2020	Last Option
Mowing Services for ASR-Wellfield	6/30/2021	Jaybird's Lawn Service	Public Works & Utilities	6/25/2018 - 6/30/2019	Extended 7/1/2021 - 11/30/2021
Nuisance Code Wrecker Services	6/30/2022	Kidd's Towing & Recovery	Metropolitan Area Building and Construction Department (MABCD)	7/1/2020 - 6/30/2021	3 - 1 year options
Paint - White and Yellow Pavement Marking	6/30/2022	LBS Enterprises, LLC dba Allstates Coatings Company	Public Works & Utilities	7/1/2021 - 6/30/2022	2 - 1 year options
Paint, Exterior	6/30/2022	National Plastics Color, Inc. dba Mallard Paint, NPC Pigments Inc.	Housing & Community Services	7/1/2019 - 6-30-2020	Last Option
Police Career Promotion Tests (Develop)	6/30/2022	Emergency Services Consulting International	Police	8/1/2017 - 7/31/2018	Last Option
Preventative Service Maintenance and Inspection of Commercial Chillers, Boilers and Pumps	6/30/2022	The Waldinger Corporation	Housing & Community Services and Public Works & Utilities	7/1/2021 - 6/30/2022	2 - 1 year options
Rock Salt for Snow and Ice Control - Primary Vendor	6/30/2022	Hutchinson Salt Company	Public Works & Utilities	7/1/2020 - 6/30/2021	1 - 1 year option
Traffic Signs	6/30/2022	Vulcan Signs	Public Works & Utilities	7/1/2018 - 6/30/2019	Last Option
Uniforms - Housing	6/30/2022	Industrial Uniform Company, LLC dba Logo Depot	Housing & Community Services	7/1/2017 - 6/30/2018	Extended 7/1/2021 - 6/30/2022
Veterinary Consulting Services	6/30/2022	Kansas Humane Society of Wichita, Kansas dba Kansas Humane Society	Police	7/1/2021 - 6/30/2022	4 - 1 year options
Waterworks Fittings	6/30/2022	Wichita Winwater Works Company	Public Works & Utilities	7/1/2019 - 6/30/2020	Last Option

**PROFESSIONAL CONTRACTS UNDER \$50,000  
JUNE 2021**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$50,000  
DIRECT PURCHASE ORDERS FOR JUNE 2021**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

SECOND READING ORDINANCES FOR JULY 13, 2021 (FIRST READ JULY 6, 2021)

a. ORDINANCE NO. 51-587

AN ORDINANCE AMENDING SECTIONS 4.5.020, 4.5.030, 4.5.180, 4.5.190, 4.5.260, 4.6.110, 4.7.100; ADDING SECTIONS 4.5.270, 4.6.090, 4.7.090; DELETING SECTIONS 4.5.210, 4.5.220, 4.6.080, 4.7.050, 4.7.060, 4.7.070, 4.7.080, 4.7.110 AND REPEALING THE ORIGINALS OF SECTIONS 4.5.020, 4.5.030, 4.5.180, 4.5.190, 4.5.210, 4.5.220, 4.5.260, 4.6.080, 4.6.110, 4.7.050, 4.7.060, 4.7.070, 4.7.080, 4.7.100, and 4.7.110; OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

b. ORDINANCE NO. 51-588

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.020, 4.04.040, 4.08.020, 4.08.030, 4.08.040, 4.08.050, 4.08.060, 4.12.020, 4.12.030, 4.12.050, 4.12.110, 4.12.190, 4.16.040, 4.16.050, 4.16.055, 4.16.065, 4.16.070, 4.16.080, 4.16.110, 4.16.120, 4.16.130, 4.16.135, 4.16.150, 4.16.152, 4.16.153, 4.16.154, 4.16.155, 4.16.160, 4.16.165, AND 4.16.180, AND CREATING SECTIONS 4.16.140 AND 4.16.158 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO REGULATION OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE AND CREATION OF A NEW CLASSIFICATION OF DRINKING ESTABLISHMENT LICENSE FOR LARGE CAPACITY VENUES AND REPEALING THE ORIGINALS OF SAID SECTIONS AND SECTION 4.04.046.

c. ORDINANCE NO. 51-589

AN ORDINANCE AMENDING SECTIONS 1.04.070, 1.04.075 AND 1.04.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO COURT COSTS.

d. ORDINANCE NO. 51-590

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.  
Case No. ZON2021-00022

e. ORDINANCE NO. 51-591

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.  
Case No. ZON2021-00023

f. ORDINANCE NO. 51-592

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.  
Case No. ZON2021-00024

g. ORDINANCE NO. 51-593

AN ORDINANCE APPROVING AN AGREEMENT REGARDING THE REASSESSMENT OF CERTAIN SPECIAL ASSESSMENTS LEVIED BY THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN INTERNAL IMPROVEMENTS.

h. ORDINANCE NO. 51-594

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

i. ORDINANCE NO. 51-595

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.

*Case No. A21-03*

j. ORDINANCE NO. 51-596

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.

*Case No. A21-04*

k. ORDINANCE NO. 51-597

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

*Case No. PUD2021-00006*

l. ORDINANCE NO. 51-598

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

*Case No. PUD2021-00008*

m. ORDINANCE NO. 51-599

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

*Case No. ZON2021-00031*

n. ORDINANCE NO. 51-600

AN ORDINANCE CREATING CHAPTER 2.06 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO NONDISCRIMINATION.



City of Wichita  
City Council Meeting  
July 13, 2021

**TO:** Mayor and City Council

**SUBJECT:** SUB2021-00003 -- Plat of Dugan West Kellogg Commercial 3<sup>rd</sup> Addition  
Located on the South Side of West Kellogg Drive, One-Quarter Mile East of  
South 135<sup>th</sup> Street West (District IV)

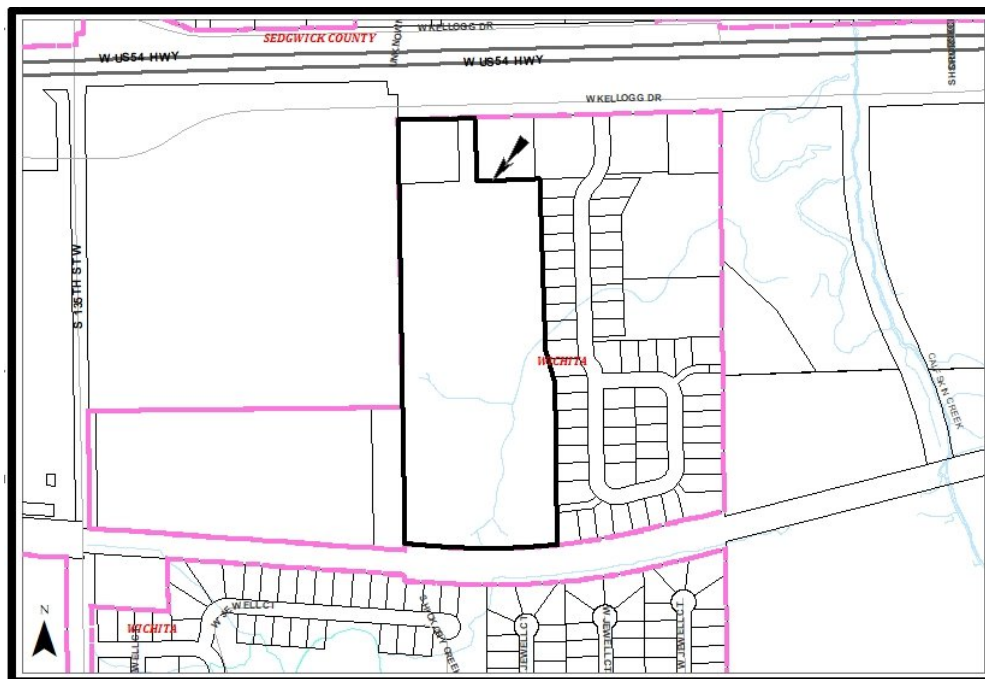
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** Approve the plat (9-0).

**Staff Recommendation:** Approve the plat.



**Background:** The site consists of 50 residential lots and two commercial lots on 22.48 acres zoned LC Limited Commercial. The site is subject to the Dugan West Kellogg Community Unit Plan (DP-320).

**Analysis:** The applicant has submitted a Certificate of Petition for sewer, water, paving and drainage improvements. The applicant has submitted an Encroachment Agreement. The applicant has submitted a Restrictive Covenant in accordance with the City of Wichita Backyard Drainage Policy and to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted a Notice of Community Unit Plan.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

**Attachments:** Certificate of Petition.  
Encroachment Agreement.  
Restrictive Covenants.  
Notice of Community Unit Plan.

**CERTIFICATE OF PETITION**

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK    )   SS:

We, Maple & Ridge, LLC, a Kansas limited liability company, owners of DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 21<sup>st</sup> day of June, 2021.

Maple & Ridge, LLC

By: Dwayne M. Dugan  
Dwayne M. Dugan, Manager

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        )       SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of June, 2021, before me, the undersigned a Notary Public, in and for the County and State aforesaid, came Dwayne M. Dugan, as Manager of Maple & Ridge, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Appointment Expires: 09-20-22)

Lunette A. Sauber  
Notary Public

## ENCROACHMENT AGREEMENT

EA 2021-0008

THIS ENCROACHMENT AGREEMENT, made this 21<sup>st</sup> day of June, 2021, by and between Maple & Ridge, LLC, a Kansas limited liability company, party of the first part (hereinafter referred to as "Owner") and the City of Wichita, party of the second part (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the public has been or will be granted easements within the boundary of DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION, either by virtue of the plat or separate instrument (hereinafter referred to as "Easements"); and

WHEREAS, Owner desires or may desire to construct private improvements within said Easements (hereinafter referred to as "Improvements");

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) City hereby agrees to allow Owner to construct Improvements without footings within said Easements limited to pavement, concrete slabs, pavers and landscaping including irrigation systems and berms, and trash enclosures (non-structural fence only), provided that no Improvement shall cause a waterline within Easements to be buried in excess of seven feet, nor cause an existing manhole to be deeper than allowed by its diameter per City Specifications;

And to construct Improvements with footings within said Easements limited to light poles (including electrical conduit, perpendicular to easement, directly to light pole), signs and non-structural fenceposts, provided that a minimum of five horizontal feet of clear space is maintained between all said footings and the outside of the nearest utility pipe when measured horizontally. Masonry walls may cross Easements provided all footings are outside the Easements.

Any manholes, valves, meters and/or fire hydrants buried by Improvements shall be adjusted to grade at the expense of Owner with engineered plans approved by the City Engineer. No Improvements may obstruct surface drainage.



Improvements other than indicated in this Agreement require a separate Use of Easement permit as per Title 10 of the City Code including the annual usage fee and insurance requirement.

- (2) Owner covenants and agrees that it will not begin construction of any Improvements with footings, trash enclosures, or berms without first submitting an **Encroachment Exhibit** including plan, profile, footing detail and specifications for such Improvements to the City Engineer for approval by the City Engineer and all franchised utilities. An **Encroachment Exhibit Submittal Form** shall accompany the Exhibit. The City Engineer and franchised utilities reserve the right to require adjustments to locations of Improvements. Owner further covenants and agrees that City, its successors and assigns, shall have no responsibility or obligation for the maintenance or repair of any Improvements, with or without footings. In the event that the Improvements are in need of repair, **Owner shall be responsible for the cost of any maintenance, reconstruction, and/or repair of any Improvements including pavement.** An Encroachment Exhibit shall be submitted to the City Engineer's Office for each encroachment instance.
- (3) In the event that any utility permitted within Easements is planned for construction or requires repair and/or maintenance and the same construction or repair is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, Owner shall be obligated to (a) allow City to damage or remove by the best practices of the construction industry, any Improvements within said Easements; (b) remove Improvements and clear Easements; or (c) pay the costs of tunneling under Improvements to allow for construction, repair and/or maintenance of the permitted utility. After being notified by City of the planned repair, maintenance or construction, Owner shall have fifteen (15) days to notify City of its option. If removal of the structure is selected, then Owner shall have 30 days from the date in which the Owner communicated its selection to the City to complete the removal of said Improvements. If Owner fails to remove Improvements or agree to pay the costs of tunneling under Improvements within thirty (30) days, City may remove or damage any Improvements within Easements, with Owner being responsible to pay the costs to remove and replace that portion of Improvements within Easements. The time to select an option or remove Improvements may be extended by City in writing. City is not obligated to repair or replace Improvements.
- (4) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any permitted utility within Easements, and the same repair and/or maintenance is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, City may damage or remove by the best practices of the construction industry, Improvements within Easements, with the Owner being responsible to pay the costs to remove that portion of Improvements within Easements. City is not obligated to repair or replace Improvements including pavement.
- (5) Owner agrees to protect and indemnify City and adjacent property owners against any increased cost related to new extensions for future development or service

connections that may accrue to them due to the necessity of construction of greater distance to avoid conflicts with any Improvements that may be built within Easements. In the event Owner fails to provide such indemnification, Owner agrees that City may charge any cost incurred by the greater distance against the property of Owner.

- (6) Owner agrees to indemnify and hold harmless City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said utility within Easements for which injury and/or damage is caused by the presence of Improvements. Owner hereby releases City from any and all claims that it might have for property damage caused by work performed by City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the Easements.
- (7) **Owner agrees to pay the current Easement Use Permit application fee** per Title 10 of Municipal Code for Improvements with footings and trash enclosures for each Encroachment Exhibit submitted. There will be no recurring annual fee or insurance requirements for the encroachments allowed by this Agreement.
- (8) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as Improvements contemplated by this agreement are in existence.
- (9) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF: The parties hereto have caused these presents to be executed in their names the day and year set forth above.

**OWNER**

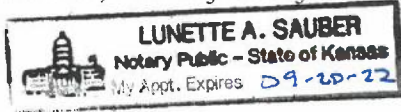
**MAPLE & RIDGE, LLC**

By   
Dwayne M. Dugan, Manager

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of June, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Dwayne M. Dugan, as Manager of Maple & Ridge, LLC, a Kansas limited liability company, to me personally known to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



Lunette A. Sauber  
Notary Public

My Appointment Expires: 09-20-2022

**CITY ENGINEER**

Gary Janzen  
Gary Janzen, P.E.



**RESTRICTIVE COVENANT**

THIS DECLARATION made this 21<sup>st</sup> day of June, 2021, by  
Maple & Ridge, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION**

Lots 1 through 18, Block A

Lots 3 through 34, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserve "A" is hereby reserved for open space, landscaping, drainage purposes, entry monuments, billboards and related appurtenances, and utilities.

Reserve "B" is reserved for open space, drainage purposes, landscaping, streets as confined to easement, and utilities as confined to easements.

Reserve "C" is hereby reserved for open space, landscaping, drainage purposes, streets as confined to easement, utilities as confined to easements, and pedestrian access purposes between Wheatland St and the property owned by the Board of County Commissioners of Sedgwick County, Kansas, previously described as A.T. & S.F. Railroad right-of-way, and no fences or any other obstructions shall be constructed or placed within said Reserve "C".

Reserves "A", "B", and "C" shall be owned and maintained by the home owners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A", "B", and "C", as designated on the plat of Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", and "C", Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas, under the same scope of responsibility as the initial phase of development.

4. A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. The maintenance of all drainageways and drainage facilities in backyard drainage easements and reserves shall be the responsibility of the property owner, and shall be enforced by the Homeowners' Association and be provided for in the Homeowners' Association covenants. The property owner shall provide a copy of the Individual Lot Grading Plan and the Individual Lot Grading Plan Certificate pertaining to such owner's lot to any person installing a lawn, landscaping, fencing, or other improvements or structures and require them to maintain the grade levels shown on the Individual Lot Grading Plan Certificate.

5. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and said entity has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots in Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Maple & Ridge, LLC

By: Dwayne M. Dugan  
Dwayne M. Dugan, Manager

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of June, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Dwayne M. Dugan, as Manager of Maple & Ridge, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber  
Notary Public

(My Appointment Expires: 09-20-2022)

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 21<sup>st</sup> day of June, 2021,  
by Maple & Ridge, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**DUGAN WEST KELLOGG COMMERCIAL 3RD ADDITION**

Lots 2 through 4, 18, Block A  
Lots 3 through 34, Block B

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Dugan West Kellogg Commercial 3rd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

Maple & Ridge, LLC

By: Dwayne M. Dugan  
Dwayne M. Dugan, Manager

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK        ) SS:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of June, 2021, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Dwayne M. Dugan, as Manager of Maple & Ridge, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Lunette A. Sauber  
Notary Public

(My Commission Expires: 09-20-2022)



**NOTICE OF COMMUNITY UNIT PLAN**

THIS NOTICE made this 21<sup>st</sup> day of June, 2021, by Maple & Ridge, LLC, a Kansas limited liability company, hereinafter called Declarant.

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**DUGAN WEST KELLOGG COMMERCIAL 3rd ADDITION**

Lots 1 through 18, Block A

Lots 1 through 34, Block B

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as Dugan West Kellogg Community Unit Plan (DP-320).

NOW, THEREFORE, the Declarant wants to make notice that the approved community unit plan has placed restrictions on the use and requirements on the development of the above-described real property.

The Metropolitan Area Planning Department is located on the 2<sup>nd</sup> Floor, The Ronald Reagan Building, 271 West Third Street, Wichita, Kansas, (316) 268-4421.

The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 18, Block A, and Lots 1 through 34, Block B, Dugan West Kellogg Commercial 3rd Addition.

EXECUTED the day and year first written above.

**Maple & Ridge, LLC**

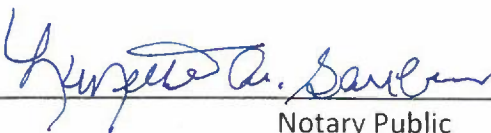
By   
Dwayne M. Dugan, Manager

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 21<sup>st</sup> day of June, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Dwayne M. Dugan, as Manager of Maple & Ridge, LLC, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



  
Notary Public

My Appointment Expires: 09-20-2022





**Recommendations/Actions:** It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

**Attachments:** Encroachment Agreement.

## ENCROACHMENT AGREEMENT

EA 2020-0002

THIS ENCROACHMENT AGREEMENT, made this 8 day of June, 2021, by and between Delano Apartments, LLC, a Delaware limited liability company, party of the first part (hereinafter referred to as "Owner") and the City of Wichita, party of the second part (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the public has been or will be granted easements within the boundary of EPC Real Estate Group, LLC 2<sup>nd</sup> Addition, either by virtue of the plat or separate instrument (hereinafter referred to as "Easements"); and

WHEREAS, Owner desires or may desire to construct private improvements within said Easements (hereinafter referred to as "Improvements");

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) City hereby agrees to allow Owner to construct Improvements without footings within said Easements limited to pavement, concrete slabs, pavers and landscaping including irrigation systems and berms, and trash enclosures (non-structural fence only), provided that no Improvement shall cause a waterline within Easements to be buried in excess of seven feet, nor cause an existing manhole to be deeper than allowed by its diameter per City Specifications;

And to construct Improvements with footings within said Easements limited to light poles (including electrical conduit, perpendicular to easement, directly to light pole), signs and non-structural fenceposts, provided that a minimum of five horizontal feet of clear space is maintained between all said footings and the outside of the nearest utility pipe when measured horizontally. Masonry walls may cross Easements provided all footings are outside the Easements.

Any manholes, valves, meters and/or fire hydrants buried by Improvements shall be adjusted to grade at the expense of Owner with engineered plans approved by the City Engineer. No Improvements may obstruct surface drainage.

Improvements other than indicated in this Agreement require a separate Use of Easement permit as per Title 10 of the City Code including the annual usage fee and insurance requirement.

al 5 mm

- (2) Owner covenants and agrees that it will not begin construction of any Improvements with footings, trash enclosures, or berms without first submitting an **Encroachment Exhibit** including plan, profile, footing detail and specifications for such Improvements to the City Engineer for approval by the City Engineer and all franchised utilities. An **Encroachment Exhibit Submittal Form** shall accompany the Exhibit. The City Engineer and franchised utilities reserve the right to require adjustments to locations of Improvements. Owner further covenants and agrees that City, its successors and assigns, shall have no responsibility or obligation for the maintenance or repair of any Improvements, with or without footings. In the event that the Improvements are in need of repair, **Owner shall be responsible for the cost of any maintenance, reconstruction, and/or repair of any Improvements including pavement.** An Encroachment Exhibit shall be submitted to the City Engineer's Office for each encroachment instance.
- (3) In the event that any utility permitted within Easements is planned for construction or requires repair and/or maintenance and the same construction or repair is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, Owner shall be obligated to (a) allow City to damage or remove by the best practices of the construction industry, any Improvements within said Easements; (b) remove Improvements and clear Easements; or (c) pay the costs of tunneling under Improvements to allow for construction, repair and/or maintenance of the permitted utility. After being notified by City of the planned repair, maintenance or construction, Owner shall have fifteen (15) days to notify City of its option. If removal of the structure is selected, then Owner shall have 30 days from the date in which the Owner communicated its selected option to the City to complete the removal of said Improvements. If Owner fails to remove Improvements or agree to pay the costs of tunneling under Improvements within thirty (30) days, City may remove or damage any Improvements within Easements, with Owner being responsible to pay the costs to remove and replace that portion of Improvements within Easements. The time to select an option or remove Improvements may be extended by City in writing. City is not obligated to repair or replace Improvements.
- (4) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any permitted utility within Easements, and the same repair and/or maintenance is determined by the City Engineer to be impossible or impractical due to the presence of Improvements, City may damage or remove by the best practices of the construction industry, Improvements within Easements, with the Owner being responsible to pay the costs to remove that portion of Improvements within Easements. City is not obligated to repair or replace Improvements including pavement.
- (5) Owner agrees to protect and indemnify City and adjacent property owners against any increased cost related to new extensions for future development or service connections that may accrue to them due to the necessity of construction of greater distance to avoid conflicts with any Improvements that may be built within Easements. In the event Owner fails to provide such indemnification, Owner agrees that City may charge any cost incurred by the greater distance against the property of Owner.
- (6) Owner agrees to indemnify and hold harmless City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said utility within Easements for which injury and/or damage is caused by the presence of Improvements. Owner hereby releases City from any and all claims that it might have for property damage caused by work performed by City, or its employees, agents and

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

contractors, in connection with the inspection, repair and/or maintenance of the Easements.

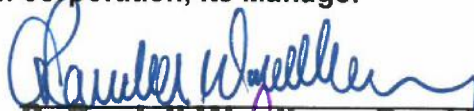
- (7) **Owner agrees to pay the current Easement Use Permit application fee** per Title 10 of Municipal Code for Improvements with footings and trash enclosures for each Encroachment Exhibit submitted. There will be no recurring annual fee or insurance requirements for the encroachments allowed by this Agreement.
- (8) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as Improvements contemplated by this agreement are in existence.
- (9) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF: The parties hereto have caused these presents to be executed in their names the day and year set forth above.


**DELANO APARTMENTS L.L.C.,**  
a Delaware limited liability company

By: **WOODBURY CORPORATION,**  
a Utah corporation, Its Manager

By:

  
**D. Randall Woodbury, President**

By:

  
**E. Taylor Woodbury, COO**

By: **DELANO CAPITAL PARTNERS, LLC,**  
a Kansas limited liability company

By:

  
**Mike McKeen, Manager**



# ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 28<sup>th</sup> day of May, 2021, before me personally appeared D. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, known to be the Manager of DELANO APARTMENTS L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

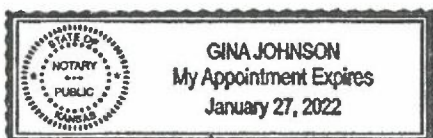
On the 15<sup>th</sup> day of June, 2021, before me personally appeared E. Taylor Woodbury, to me personally known, who being by me duly sworn did say that he is the COO of WOODBURY CORPORATION, known to be the Manager of DELANO APARTMENTS L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

STATE OF Kansas )  
 : ss.  
COUNTY OF Johnson )

On the 3<sup>rd</sup> day of June, 2021, before me personally appeared MIKE MCKEEN, to me personally known, who being by me duly sworn did say that he is the Manager of DELANO CAPITAL PARTNERS, LLC, a Kansas limited liability company, known to be a Manager of DELANO APARTMENTS L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

**CITY ENGINEER**

  
for Gary Janzen, P.E.